**MINUTES OF THE RECESS MEETING**
**OF THE MAYOR AND BOARD OF ALDERMEN**
**OF THE CITY OF STARKVILLE, MISSISSIPPI**
**September 18, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on September 18, 2018 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 Perkins requested the four items under Board business dealing with Bonds and the authorization to advertise for Community Development Director under Human Resources be removed from consent: X. C., X. D., X. E., X. F. and XI. G. 2.

Alderman Walker requested Community Development Planning items XI. B. e. and f. be added to consent with conditions as listed.

Mayor Spruill requested the Executive Session item, potential land acquisition, be removed at the request of the Board Attorney.

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 Little offered a motion, duly seconded by Alderman Miller, to approve the September 18, 2018 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, SEPTEMBER 18, 2018**
**5:30 P.M., COURT ROOM, CITY HALL**
**110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

**I. CALL THE MEETING TO ORDER**

**II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**

**III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**

**IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE AUGUST 7, 2018 SPECIAL CALL WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 17, 2018 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 21, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 27, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 31, 2018 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

**V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:
Acknowledgment of 4th Grade Girl Scout Troop 20320 in attendance as a requirement to obtain their "Inside Government" badge.

B. BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

**VIII. PUBLIC HEARING**

A. SECOND PUBLIC HEARING AND CONSIDERATION TO AMEND STARKVILLE CODE OF ORDINANCES CHAPTER 82, ARTICLE III - ASSEMBLIES, PARADES, AND PROCESSIONS - CONSISTENT WITH THE CITY'S SPECIAL EVENTS POLICY.

**IX. MAYOR'S BUSINESS**

A. CONSIDERATION OF ENTERING INTO AN AGREEMENT WITH LIME TO PROVIDE BIKE SHARING OPPORTUNITIES IN LOCATIONS THROUGHOUT THE CITY.

B. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE SECTION §30-32 RELATED TO TRANSIENT VENDORS.

C. CONSIDERATION OF APPROVAL OF THE 2019 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE, WHICH WILL REMAIN THE SAME AS THE CURRENT YEAR.

## X. BOARD BUSINESS

A. CONSIDERATION OF FISCAL YEAR 2018 BUDGET ADJUSTMENTS.

B. CONSIDERATION OF THE APPOINTMENT OF FIVE STARKVILLE ELECTION COMMISSIONERS PER MS CODE §23-15-221.

C. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

D. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF ELECTRIC SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.

E. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS ($10,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

F. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS ($10,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.

## XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT

1. REQUEST AUTHORIZATION TO APPROVE FINAL WORK CHANGE ORDER FOR COLUMBUS FENCE FOR FENCE AND GATE SIGNS FROM THE 2017 FAA AIP GRANT 3-28-0068-022-2017 AT A COST OF $343.50 TO THE CITY AND $6,526.50 FROM GRANT FUNDS.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
   *THERE ARE NO ITEMS FOR THIS AGENDA*

2. PLANNING

   a. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2019 FROSTBITE HALF MARATHON AND 2019 SOUPER BOWL WITH IN-KIND SERVICES TO HELD ON SATURDAY, FEBRUARY 2, 2019.

   b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY LINDA YOUNG TO HOLD THE LIVING LIFE IN PINK BREAST CANCER WALK ON OCTOBER 28, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

   c. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE STARKVILLE SUNDAY FUNDAY EVENT ON OCTOBER 28, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

   d. CONSIDERATION OF THE APPOINTMENT OF CARL SMITH AS THE WARD 2 COMMISSIONER OF THE STARKVILLE PLANNING AND ZONING COMMISSION FOR THE REMAINDER OF THE CURRENT TERM.

   e. CONSIDERATION OF PP 18-07 AND FP 18-04 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING 2 LOTS AT 516 AND 518 SOUTH MONTGOMERY STREET IN A C-2 ZONE WITH THE PARCEL NUMBERS 102A-00-277.00 AND 102A-00-279.00.

f. CONSIDERATION OF PP 18-12 AND FP 18-10 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING 2 LOTS AT 400 AND 402 GREENSBORO STREET IN A R-1 ZONE WITH THE PARCEL NUMBERS 118O-00-318.00 AND118O-00-319.00.

g. CONSIDERATION OF PP 18-11 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING AN 11.04-ACRE PARCEL INTO 51 LOTS LOCATED ON THE NORTH SIDE OF GARRARD ROAD +/- 660' WEST OF OLD WEST POINT ROAD IN A R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 117C-00-036.01.

h. CONSIDERATION OF PP 18-13 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING A 5.1-ACRE PARCEL INTO 28 LOTS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BENT BROOK LANE AND YELLOW JACKET DRIVE IN AN R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 102H-00-043.00.

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ENGINEERING

1. CONSIDERATION OF DECLARING STREET DEPARTMENT 2001 SCHAEFF RUBBER TIRE EXCAVATOR MODEL #HML31 (SERIAL#03215955) SURPLUS AND AUTHORIZATION TO AUCTION ON GOVDEALS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 12, 2018 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF AUGUST 2018 FINANCIAL STATEMENT.

3. CONSIDERATION OF THE APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2018 – SEPTEMBER 30, 2019 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY DEPARTMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE A SCBA COMPRESSOR SYSTEM FROM CENTRAL ALABAMA TRAINING SOLUTION TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF $9,950.00, THE LOWER OF QUOTE OPTIONS, AND TO DECLARE THE CURRENT SCOTT COMPRESSOR SURPLUS AND TRADE IN ON PURCHASE OF NEW SYSTEM.

G. HUMAN RESOURCES

1. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR A COMMUNITY DEVELOPMENT DIRECTOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE MARKEZ QUINN AS THE COMMUNITY DEVELOPMENT ADMINISTRATOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE MARLOW ROGERS AS A PART-TIME MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE WILL MURPHEE AS AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE BRANDY GANN AS THE ACCOUNTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

7. REQUEST AUTHORIZATION TO HIRE CHRISTIE CULBERSON AS THE OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

8. REQUEST AUTHORIZATION TO ADVERTISE FOR A EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PARKS

1. CONSIDERATION OF DECLARING A 1997 FORD F-150, VIN 1FTDF1728VNC25129, ONE STEEL GRILL, ONE WOODEN PICNIC TABLE, ONE POPCORN MACHINE, ONE ICE MACHINE, ONE ICE BIN, ONE STOVE AND RANGE, AND ONE BACKFLOW PREVENTER AS SURPLUS AND AUTHORZATION TO AUCTION ON GOVDEALS.

2. CONSIDERATION OF APPROVAL TO EXTEND CONCESSIONS LEASE AGREEMENT WITH FRED TATE UNTIL DECEMBER 31, 2018.

J. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO UTILIZE SEDC AUTOCUE SERVICE. THERE IS A ONE-TIME SET-UP FEE OF $15,000.00, WITH MONTHLY FEES TO BE BASED ON USAGE EACH MONTH.

2. REQUEST AUTHORIZATION TO ACCEPT LOWEST AND BEST QUOTE FOR (1) EMERGENCY GENERATOR AND (1) AUTOMATIC TRANSFER SWITCH FOR USE AT THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER FOR $31,174.00 FROM CUMMINGS SALES AND SERVICE AND DECLARE THE CURRENT EMERGENCY GENERATOR LOCATED AT THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER AS SURPLUS.

3. REQUEST AUTHORIZATION FOR STEPHEN WADE AND RANDALL CHRISWELL TO TRAVEL TO JACKSON, TN TO ATTEND THE LINEMAN APPRENTICESHIP LAB 4 UNDERGROUND ON OCTOBER 8-12, 2018 WITH ADVANCED TRAVEL FOR BOTH NOT TO EXCEED $3,320.00.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL OCTOBER 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.***

**Consent items 2 – 27:**

**2. CONSIDERATION OF THE MINUTES OF THE AUGUST 7, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the August 7, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

**3. CONSIDERATION OF THE MINUTES OF THE AUGUST 17, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the August 17, 2018 work session meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

**4. CONSIDERATION OF THE MINUTES OF THE AUGUST 21, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the August 21, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

**5. CONSIDERATION OF THE MINUTES OF THE AUGUST 27, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the August 27, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

**6. CONSIDERATION OF THE MINUTES OF THE AUGUST 31, 2018 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the August 31, 2018 work session 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 APPOINTMENT OF FIVE STARKVILLE ELECTION COMMISSIONERS PER MS CODE §23-15-221.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of five Starkville Election Commissioners per MS Code §23-15-221 to serve a term ending June 30, 2021" is enumerated, this consent item is thereby approved.

Five Commissioners Appointed:

Rowen Haug, 815 Pine Circle, Starkville, MS
Jason Hauser, 408 East White Drive, Starkville, MS
Dave Holley, 223 Brook Ave, Starkville, MS
P C McLaurin, 505 Lincoln Green, Starkville, MS
Seth Pounds, 200 Cypress Pointe Road, Starkville, MS

**8. CONSIDERATION OF AUTHORIZATION TO APPROVE FINAL WORK CHANGE ORDER FOR COLUMBUS FENCE FOR FENCE AND GATE SIGNS FROM THE 2017 FAA AIP GRANT 3-28-0068-022-2017 AT A COST OF $343.50 TO THE CITY AND $6,526.50 FROM GRANT FUNDS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of authorization to approve final work change order for Columbus Fence for fence and gate signs from the 2017 FAA AIP Grant 3-28-0068-022-2017" is enumerated, this consent item is thereby approved.

**9. CONSIDERATION OF THE APPOINTMENT OF CARL SMITH AS THE WARD 2 COMMISSIONER OF THE STARKVILLE PLANNING AND ZONING COMMISSION FOR THE REMAINDER OF THE CURRENT TERM.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the appointment of Carl Smith as the Ward 2 Commissioner of the Starkville Planning and Zoning Commission for the remainder of the current term to expire on June 30, 2020" is enumerated, this consent item is thereby approved.

**10. CONSIDERATION OF PP 18-07 AND FP 18-04 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING 2 LOTS AT 516 AND 518 SOUTH MONTGOMERY STREET IN A C-2 ZONE WITH THE PARCEL NUMBERS 102A-00-277.00 AND 102A-00-279.00.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of PP 18-07 and FP 18-04 Request for Preliminary and Final Plat approval for subdividing and reconfiguring 2 lots at 516 and 518 South Montgomery Street in a C-2 zone with the parcel numbers 102A-00-277.00 and 102A-00-279.00 with the following three conditions" is enumerated, this consent item is thereby approved.

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

**11. CONSIDERATION OF PP 18-12 AND FP 18-10 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING 2 LOTS AT 400 AND 402 GREENSBORO STREET IN A R-1 ZONE WITH THE PARCEL NUMBERS 118O-00-318.00 AND118O-00-319.00.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of PP 18-12 and FP 18-10 Request for Preliminary and Final Plat approval for subdividing and reconfiguring 2 lots at 400 and 402 Greensboro Street in a R-1 zone with the parcel numbers 118O-00-318.00 and118O-00-319.00 with the following three conditions" is enumerated, this consent item is thereby approved.

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

**12. CONSIDERATION OF DECLARING STREET DEPARTMENT 2001 SCHAEFF RUBBER TIRE EXCAVATOR MODEL #HML31 (SERIAL#03215955) SURPLUS AND AUTHORIZATION TO AUCTION ON GOVDEALS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of declaring Street Department 2001 Schaeff Rubber Tire Excavator Model #HML31 (Serial#03215955) surplus and authorization to auction on govdeals" is enumerated, this consent item is thereby approved.

**13. CONSIDERATION OF ACCEPTANCE OF AUGUST 2018 FINANCIAL STATEMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "acceptance of the August 2018 financial statement" is enumerated, this consent item is thereby approved.

**14. CONSIDERATION OF THE APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2018 – SEPTEMBER 30, 2019 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY DEPARTMENTS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best bids received for October 1, 2018 – September 30, 2019 source of supply listing for the Starkville General City" is enumerated, this consent item is thereby approved.

# PUBLIC WORKS: STREETS

**Section 1: Traffic Signs: High Intensity grade Scothlight, must meet all applicable State and Federal Highway Speciation**

| | Osburn Associate | Vulcan Inc | CPC | G&C | |
|---|---|---|---|---|---|
| **12" x 6"** | 2.94 | 2.33 | 4.91 | 3.97 | |
| **12" x 18"** | 8.82 | 6.68 | 11.14 | 6.90 | |
| **12" x 36"** | 17.64 | 13.60 | 17.87 | 12.83 | |
| **18" x 18"** | 13.23 | 10.02 | 14.63 | 9.81 | |
| **18" x 24"** | 17.64 | 13.60 | 17.87 | 13.80 | |
| **24" x 24"** | 23.52 | 18.60 | 24.01 | 19.55 | |
| **24" x 30"** | 29.40 | 23.24 | 29.68 | 20.85 | |
| **30" x 30"** | 36.75 | 28.31 | 35.93 | 25.33 | |
| **36" x 36"** | 52.92 | 40.78 | 52.52 | 40.38 | |
| **48" x 24"** | 47.04 | 36.24 | 46.00 | 36.88 | |
| **48" x 48"** | 94.08 | 72.50 | 90.77 | 73.76 | |
| **24" x 24" stop sign** | 23.52 | 18.33 | 26.04 | 16.98 | |
| **30" x 30" stop sign** | 36.75 | 27.38 | 34.59 | 25.73 | |

| | | | | | |
|---|---|---|---|---|---|
| **36" x 36" stop sign** | 52.92 | 39.41 | 52.00 | 36.88 | |
| **30" yield** | 22.05 | 14.36 | 21.04 | 19.69 | |
| **36" yield** | 41.16 | 19.97 | 28.11 | 25.43 | |
| | | | | | |

| **Section 2: Street Sign Blanks (Aluminum, No Holes)** | **Osburn Associate** | **Vulcan Inc** | **CPC** | **G&C** | |
|---|---|---|---|---|---|
| **6x18x0.080** | 2.54 | 2.76 | 3.18 | 1.85 | |
| **6x24x0.080** | 3.38 | 3.56 | 4.10 | 2.41 | |
| **6x30x0.080** | 4.23 | 4.38 | 5.11 | 2.94 | |
| **6x36x0.080** | 5.07 | 5.49 | 5.50 | 3.53 | |
| **6x48x0.080** | 6.76 | 7.20 | 7.20 | 4.00 | |
| | | | | | |
| **Section 3: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)** | **Osburn Associate** | **Vulcan Inc** | **CPC** | **G&C** | |
| **24"x24" Stop Sign** | 4.96 | 6.36 | 15.02 | 6.13 | |
| **30"30" Stop Sign** | 7.75 | 9.94 | 20.01 | 9.25 | |
| **36"x36" Stop Sign** | 11.16 | 14.32 | 30.01 | 13.26 | |
| **30" Yield** | 4.65 | 5.50 | 12.00 | 9.25 | |
| **36" Yield** | 8.68 | 6.80 | 16.43 | 13.26 | |
| | | | | | |
| **Section 4: Sheet Vinyl** | **Osburn Associate** | **Vulcan Inc** | **CPC** | **G&C** | |
| **6" rool x 50yd white eng grade** | 66.00 | 73.04 | 73.41 | 76.50 | |
| **6"roll x 50 yd black sheet vinly with application tape on front** | 96.00 | 127.33 | 117.54 | 131.00 | |

| **Section 5: Assorted U-Channel Posts:** | | **Vulcan Inc** | **CPC** | **G&C** | |
|---|---|---|---|---|---|
| U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50 | | **Vulcan Inc** | **CPC** | **G&C** | |
| | | | | | |
| **7 foot** | | 14.87 | NO BID | 12.85 | |
| **8 foot** | | 17.00 | 18.50 | 14.69 | |
| **9 foot** | | 19.13 | NO BID | 16.52 | |
| **10 foot** | | 21.26 | 23.12 | 18.36 | |
| **12 foot** | | 25.50 | 27.74 | 22.03 | |
| U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50 | | **Vulcan Inc** | **CPC** | **G&C** | |
| **7 foot** | | 11.06 | 11.72 | 9.84 | |
| **8 foot** | | 12.65 | 14.15 | 11.25 | |
| **9 foot** | | 14.23 | NO BID | 12.65 | |
| **10 foot** | | 15.81 | 17.69 | 14.06 | |
| **12 foot** | | 18.97 | 21.22 | 16.87 | |
| | | | | | |
| U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12 | | **Vulcan Inc** | **CPC** | **G&C** | |
| **10 foot** | | 21.26 | 32.49 | 19.59 | |
| **12 foot** | | 25.50 | 38.98 | 23.51 | |

| | | | | | |
|---|---|---|---|---|---|
| **U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12** | | **Vulcan Inc** | **CPC** | **G&C** | |
| **10 foot** | | 15.81 | 25.11 | 15.00 | |
| **12 foot** | | 18.97 | 30.12 | 18.00 | |
| | | | | | |
| **Section 6: 4-way intersection name signs:** | | | | | |
| **Galvanized Steel: Black on white baked enamel on** | | | | | |
| **Mounted with embossed lettering & border** | | | | | |
| **On heavy-duty interlocking brackets** | | | | | |
| | | | | | |
| **Section 7: Street name posts: tubular, galvanized** | **Osburn Associate** | **Vulcan Inc** | | **G&C** | |
| **2-3/8"x11"** | No bid | 28.00 | | 19.90 | |
| **2-3/8" O.D. pipe caps** | 3.95 | 8.75 | | 3.08 | |
| **90 degree cross plates (Vulcan signs VSS-2 or equivalent)** | 3.95 | 8.75 | | 2.70 | |
| **Vulcan signs VSS-2 or equivalen** | | | | | |

***** The sections above are the only sections bid on for the Street Department******

# PUBLIC WORKS: SANITATION

**Section 1**: Front loading refuse containers (truck load quality)- All containers- Slant MF 2 Blk, Maroon-color 67 with bulldog paw prints stenciled in white on side.

| | **Wastequip** **Additional info is provided in bid packet | **Plum Creek Environmental** | |
|---|---|---|---|
| 2 cubic yard( ) painted | 525.00 | 420.00 | |
| 4 cubic yard( ) painted | 695.00 | 600.00 | |
| 6 cubic yard( ) painted | 989.00 | 745.00 | |
| 8 cubic yard( ) painted | 1082.00 | 950.00 | |
| 10 cubic yard( ) painted | 1359.00 | 1250.00 | |

**Section 3:** Residential Heavy Duty 2 Wheeled Recycling Containers – Compatible with automatic and semi-automatic curbside collections. Blue with attached lid, white recycling arrow on the front, "SES and up to 4 numbers on the side. Addition information may be included.

| | | **Plum Creek Environmental** | | |
|---|---|---|---|---|
| 26 gallon | | 40.00 | | |
| 32 gallon | | 47.00 | | |
| 48 gallon | | 51.00 | | |
| 64 gallon | | 56.00 | | |
| 96 gallon | | 60.00 | | |

End of section: Sanitation Department

*** The sections above are the only sections bid on for the Street Department****

**15. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the proposal for Employee Medical, Dental and Vision Benefit Plans and Administrative Service Contract with Blue Cross Blue Shield for January 1, 2019 through December 31, 2019" is enumerated, this consent item is thereby approved.

**MEDICAL PLANS**

Beginning January 1, 2019, City of Starkville employees will have the choice between two medical plans. Both plans will be administered by Blue Cross Blue Shield of MS.

Below is a brief overview of the two plan designs and payroll deductions.

Meetings will be held October 16—18 to provide details and further education on these plans as well as other benefits provided to City of Starkville employees.

| Services | Base Plan—In Network<br>$3,000 deductible | Enhanced Plan– In Network<br>$750 deductible |
|---|---|---|
| Deductible | | |
| » Individual | $3,000 | $750 |
| » Family | $6,000 | $2,250 |
| Co-insurance | 80% | 80% |
| Office Visits | | |
| » Preventive Care | Paid at 100% | Paid at 100% |
| » Primary Care Physician | $30 copay | $25 copay |
| » Specialist | $50 copay | $40 copay |

Emergency Room $250 plus Deductible/co-insurance Subject to Deductible then co-insurance Hospital

» Inpatient/Outpatient Subject to Deductible then co-insurance

Subject to Deductible then co-insurance

| | | |
|---|---|---|
| Out-of-Pocket Maximum | | |
| » Individual | $7,150 | $7,150 |
| » Family | $14,300 | $14,300 |
| Pharmacy | | |
| » Deductible | $100 per person (waived for generic) | $0 |
| » Pharmacy Co-Payments | $10 / $35 / $75 / $250 | $10 / $25 / $50 / $100 |

Monthly Rates

| Coverage Type | Base Plan—In Network<br>$3,000 deductible | Enhanced Plan– In Network<br>$750 deductible |
|---|---|---|
| Employee Only | $ 0.00 | $ 90.24 - Per Month |
| Employee + Spouse | $ 346.18 - Per Month | $ 516.87 - Per Month |
| Employee + Children | $ 266.97 - Per Month | $ 419.26 - Per Month |
| Employee + Family | $ 595.97 - Per Month | $ 824.72 - Per Month |

**ADMINISTRATIVE SERVICES CONTRACT**

**between**

**Blue Cross & Blue Shield of Mississippi, a Mutual Insurance Company,**

**City of Starkville,**

**and**

**Employee Health Protection Plan for City of Starkville**

**October 1, 2018**
**(the "Effective Date" of this agreement)**

# ADMINISTRATIVE SERVICES ONLY AGREEMENT

This Administrative Services Agreement is ("Agreement") between Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company (hereinafter "Claim Administrator") and City of Starkville (hereinafter the "Employer") and Employee Health Protection Plan for City of Starkville (hereinafter "GHP") is entered into as of October 1, 2018 (the "Effective Date"). The term of the Agreement is for a 12 month period, running October 1, 2018 to September 30, 2019. In consideration of the premises, the mutual understanding of the Claim Administrator, Employer, and GHP, as reflected in this Agreement, the Parties agree to be bound by the following terms and conditions.

WITNESSETH AS FOLLOWS:

WHEREAS, Employer has established and maintains GHP as an employee welfare benefit plan as defined by Section 3(1) of the Employee Retirement Income Security Act of 1974 and the regulations promulgated thereunder ("ERISA"); and

WHEREAS, the benefit plans offered by GHP, and sponsored by Employer, for eligible employees and their eligible dependents include a comprehensive major medical program; and

WHEREAS, Employer and GHP desire to retain Claim Administrator to provide certain administrative services with respect to the Benefit Plan; and

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements set forth below, Employer, GHP and Claim Administrator agree as follows:

## PART 1 - DEFINITIONS

Terms with capital letters appearing in this Agreement shall have the meaning given to them in the Benefit Plan, as well as applicable state and Federal laws or shall have the following meanings. To the extent terms below are defined in the Benefit Plan, the Benefit Plan definition prevails, as the terms used in this Agreement may be abbreviated.

A. **"Accountable Care Organization (ACO)"** – A group of healthcare Providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

B. **"Benefit Plan"** - the employee booklet outlining the comprehensive major medical program adopted by GHP. The Benefit Plan is identified as follows: Employee Health Protection Plan for City of Starkville, Contract Type C640.

C. **"BlueCard Program"** - A reciprocal agreement between Claim Administrator and other Blue Cross and Blue Shield Plans that provides the opportunity to utilize local Blue Cross and Blue Shield Provider agreements in other states.

D. **"Care Coordination"** – Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.

E. **"Care Coordinator"** - An individual within a Provider organization who facilitates Care Coordination for patients.

F. **"Care Coordinator Fee"** - A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to Providers periodically for Care Coordination under a Value-Based Program. Care Coordinator Fees are negotiated amounts paid to Providers on a per member per month basis. These fees reimburse Providers for the additional care coordination services provided to Members and are not intended to reflect performance incentives.

G. **"Claim"** - means notification in a form acceptable to Claim Administrator that service has been rendered or furnished to a Covered Person.

H. **"Covered Employee"** - means the person to whom coverage under the Benefit Plan has been extended by GHP and to whom Claim Administrator has directly or indirectly issued an identification card bearing GHP's Number. For purposes of providing benefits under the Benefit Plan, Covered Employee does not mean a person who has selected Medicare as primary coverage.

I. **"Covered Person" or "Member"** - means the Covered Employee and the Covered Employee's legal spouse and/or dependent children as specified in the Benefit Plan.

J. **"Global Payment/Total Cost of Care"** - A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

K. **"Medical Policy"** – A set of formal written guidelines developed by Claim Administrator to assist Claim Administrator in reaching decisions on matters of: 1) Medical Necessity; 2) Covered Services as defined in the Benefit Plan; 3) appropriate adjudication of Claims; 4) Care Management, and 5) quality assessment programs.

L. **"*my*Blue Group"** – A secure internet portal that provides access to GHP information including, but not limited to, benefits, Payment and billing, and enrollment along with various health and wellness information.

M. **"Negotiated Arrangement"** - An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

N. **"Network Provider"** – A Hospital, Physician, or Allied Provider who has a Provider Agreement with Claim Administrator pertaining to Covered Services rendered to a Member.

O. **"Payment"** means any of the following activities of a health plan, such as GHP, as relates to a Covered Person (*see* 45 Code of Federal Regulations § 164.501):

1. Obtaining premium payments;
2. Determining or fulfilling responsibility for coverage and provision of benefits under the health plan;
3. Determining an enrollee's eligibility or coverage;
4. Coordinating benefits, determining cost sharing amounts, adjudicating or subrogating health benefit claims;
5. Adjusting risk amounts due based on enrollee health status or demographic characteristics;
6. Engaging in billing, claims management, issuance of explanations of benefits, collection activities, and related health care data processing;
7. Obtaining payment under a contract of reinsurance (including stop-loss insurance and excess of loss insurance);
8. Reviewing health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges;
9. Conducting utilization review, precertification and preauthorization of services, and concurrent and retrospective review of services; and
10. Disclosure to consumer reporting agencies not more than the demographic data permitted by 45 Code of Federal Regulations § 164.501 ("Payment" ¶ 2(vi)).

P. **"Patient-Centered Medical Home (PCMH)"** - A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Q. **"Protected Health Information"** - means Individually Identifiable Health Information that is transmitted or maintained electronically, on paper, orally or in any other form or medium.

R. **"Provider Agreement"** – An agreement between Claim Administrator and a Network Provider.

S. **"Provider Incentive"** - An additional amount of compensation paid to a healthcare Provider by a Blue Cross and/or Blue Shield Plan, based on the Provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of Covered Persons.

T. **"Shared Savings"** - A payment mechanism in which the Provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk. Providers that improve the quality of care and reduce total healthcare spending based upon defined quality and cost targets may receive Provider Incentives.

U. **"Value-Based Program (VBP)"** - An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.

## PART 2—CLAIM ADMINISTRATOR'S RESPONSIBILITIES

### I. SERVICES PROVIDED BY CLAIM ADMINISTRATOR

A. During the term of this Agreement, the Claim Administrator agrees to handle the administrative function involved with filing, processing, and Payment of claims incurred on or after the Effective Date in accordance with the Benefit Plan. Claim Administrator's responsibilities under this Agreement are limited to administering claims on behalf of GHP. As such, Claim Administrator is a service provider, and not a fiduciary with respect to GHP or the Benefit Plan. Further, Claim Administrator does not assume any financial risk or obligation with respect to Claims administered on behalf of GHP. Pursuant to this function the Claim Administrator will perform the following acts:

1. Prepare a standard electronic Benefit Plan utilizing the finalized Benefit Confirmation Report, Administrative Confirmation Report, and any important documentation attached to Claim Administrator's Blue Form. Claim Administrator will prepare an electronic copy of the initial Benefit Plan and revisions to the Benefit Plan at the time of the Group's renewal. Any future changes must be made at the next renewal date. This will be a part of the standard administrative fee. Any printed books or additional changes, including revisions to benefits or eligibility requirements requested by the Employer to the Benefit Plan after the initial Benefit Plan or outside of the GHP's renewal date must be approved by Claim Administrator in writing and will result in additional fees. Retroactive benefit and eligibility changes will not be allowed except where approved by Claim Administrator or otherwise required by law. Benefit Plan will comply with all of the statutory and regulatory requirements applicable to the Summary Plan Description provided for under ERISA, if applicable, the Patient Protection and Affordable Care Act of 2010 as amended by the Health Care Education and Reconciliation Act of 2010 and the implementing regulations (collectively "PPACA"), and any other applicable laws and regulations.
2. Prepare a Summary of Benefits and Coverage in accordance with PPACA and maintain the same in an electronic format located on *my*Blue Group and *my*Blue.
3. Provide suitable facilities, personnel, procedures, forms and instructions for the administration of Claims under the Benefit Plan.
4. Receive, review, process and determine, in accordance with the Benefit Plan and Claim Administrator's Medical Policy, the qualification for Payment of Claims submitted and make such investigation regarding Claims as may be necessary.
5. Make Payment of amounts due with respect to Claims which qualify for Payment under the Benefit Plan.
6. Provide access to customer service representatives.
7. Provide administrative advice on disputed Claims.
8. Provide notices of Payment of benefits and denial of Claims for non-covered services.
9. Coordinate benefits as outlined in the Coordination of Benefits section of the Benefit Plan.
10. Determine, in accordance with the Benefit Plan and based on information from GHP, the eligibility of employees and dependents for coverage under the Benefit Plan.

11. Identify, investigate and administer Claims which may involve third party liability and for which there is a potential for collection under the terms of the Benefit Plan of amounts paid to, or on behalf of, Covered Persons through subrogation of their rights of reimbursement in connection with a claim for Covered Services. Claims Administrator will not be required to initiate court proceedings for the recovery of the third party liability. In the event this Agreement is terminated, Claim Administrator will discontinue this service. Upon notification by the GHP of the name and address of the new claim administrator, Claim Administrator will forward a copy of any subrogation files to the new claim administrator.

12. Utilize the "Pay and Pursue" method when administering Claims which involve a subrogation lien. The "Pay and Pursue" method is subject to exceptions when, for example, Claim Administrator conducts investigations prior to Payment for filed Claims related to motor vehicle accidents or work related injuries.

13. Provide initial and electronic standard identification cards for Covered Persons. Any additional cards may be subject to additional cost.

14. Make every reasonable effort to recover any overpayment or mistaken Payment of Claims, but Claim Administrator will not be required to initiate court proceedings for such recovery or defend on GHP's behalf.

15. Provide annually, upon the request of GHP:

    **a.** an estimate of the Benefit Plan's incurred benefit costs, and

    **b.** an analysis of Benefit Plan benefits and desirability of Benefit Plan modification.

16. Make available for inspection by GHP or GHP's auditor for any three (3) years during the continuance of this Agreement and for three (3) years thereafter, the Claim Administrator's books and records that may have a bearing on this Agreement; provided, however, that any examination of individual benefit Payment records will be conducted in a manner agreed to by GHP and the Claim Administrator to protect the confidentiality of Claim Administrator's proprietary information and the individual's Protected Health Information.

17. Provide notification and tender the defense of any litigation where GHP is the real party in interest. GHP shall provide reasonable assistance and cooperation to remove Claim Administrator from any litigation where it is not a proper party.

18. Fund all Claims over the individual specific stop-loss deductible amount as defined in GHP's excess risk insurance policy (hereinafter "Reinsurance"). This Section applies only when GHP has elected to have Claim Administrator fund all Claims over the individual specific stop-loss deductible amount as defined in GHP's Reinsurance.

19. File aggregate and specific stop-loss claims with the Reinsurance carrier. This Section applies only when GHP has elected to have Claim Administrator file aggregate and specific stop-loss claims with the Reinsurance carrier. GHP and Employer acknowledge that while Claim Administrator will make reasonable efforts to file all specific stop-loss claims with the Reinsurance carrier prior to the end of the plan year, Claim Administrator cannot and does not guarantee that all aggregate and specific stop-loss claims will be filed with the Reinsurance carrier prior to the end of the plan year. GHP and Employer will hold Claim Administrator harmless for any damages, costs or expenses caused by aggregate and specific stop-loss claim not being filed by the end of the plan year.

20. Provide in a timely manner to GHP the Claim Administrator's standard electronic reporting package. The standard reporting package consists of those reports available on *my*Blue Group. These reports shall be provided exclusively on *my*Blue Group. Any non-standard or ad hoc reports are subject to approval of Claim Administrator and additional cost.

21. Provide a process for individual benefit determinations and appeal procedures in accordance with standards established by Claim Administrator and any applicable statutory or regulatory requirements. In the event GHP initiates an independent appeals process from the one established by the Claim Administrator, GHP assumes full responsibility for

the process. GHP will also indemnify and hold harmless Claim Administrator from any damages, lawsuits, judgments or attorney fees incurred by Claim Administrator as a result of GHP's appeal decisions.

22. Claim Administrator will not intentionally manipulate the Payment of Claims or their application to deductibles or other limits in order to create a Claim.

**B.** Claim Administrator agrees to provide Care Management programs to ensure cost effective health care in the most appropriate setting. These programs include the following:

1. **Utilization Management**

   a. **Pre-admission Certification** is performed to determine the Medical Necessity and most appropriate setting for a Covered Person's admission to a non-delegated facility. Certification must be performed within one business day of receipt of the information necessary to complete the review process.

   b. **Prior Authorization** to determine that services, procedures, supplies, equipment, or prescription drugs are Medically Necessary and that the medical setting, such as the level of care and place of treatment, is clinically appropriate.

   c. **Continued Stay Review** to determine the Medical Necessity of continued hospitalization beyond the initially approved length of stay.

   d. **Case Management** involving ongoing case reviews to identify the appropriateness of more cost-effective, but quality alternative care of high risk, high cost, and/or catastrophic cases. Alternative services include, but are not limited to, home infusion therapy, home health care and hospice care.

   e. **Discharge Planning** on and during admission to promote timely discharge and help prevent unnecessary readmissions.

   f. **Medical Necessity Review** is performed to determine what services, treatments, procedures, equipment, drugs, devices, or supplies furnished by a covered Provider are Medically Necessary.

2. **Network Providers**

   a. A program based on an agreement between Claim Administrator and contracted Providers designed to assist in securing affordable health care services.

   b. Network Providers agree to file claims on behalf of the patient and to accept Claim Administrator's Payment, plus any applicable Deductible and/or Coinsurance/Co-payment, as Payment in full for Covered Services, support Claim Administrator's Care Management programs, and agree to hold the patient harmless for charges in excess of the Allowable.

3. **Prescription Drug Management Program**

   a. **Community PLUS Pharmacy Network** - a network of independent and chain retail pharmacies that have entered into an agreement with Claim Administrator, or an affiliate of Claim Administrator, for the purpose of more effectively managing prescription drug costs. Pharmacies participating in the network have agreed to a negotiated price which will be charged at the point of sale for prescription drug purchases.

   b. **Disease Specific Pharmacy Network (if elected by GHP)** – a network of Disease Specific Pharmacies which have expertise in disease states as well as the drugs used to treat disease states. Disease Specific Pharmacies have entered into an agreement with Claim Administrator for the purpose of more effectively managing prescription drug costs. Pharmacies participating in the network have agreed to a negotiated price which will be charged at the point of sale for Disease Specific Drug purchases.

c. **Prescription Drug Rebate Program** - Claim Administrator maintains a prescription drug formulary (the "Formulary") listing preferred medications by categories chosen for their therapeutic and cost-effective advantages. The Formulary coverage of medications is determined by Claim Administrator's Pharmacy and Therapeutics Committee process. The benefit Payment for any medication is not determined by the presence or absence of the medication in the Formulary. Certain manufacturers offer volume discounts in return for inclusion of their products in the Formulary. These discounts or rebates are passed on to GHP.

d. **Prescription Drug Utilization Program** – a Care Management program, which determines the Medical Necessity of prescription drugs and through which reviews for clinical appropriateness and drug interactions are conducted.

4. **Color Me Healthy!**

If the GHP offers Color Me Healthy! (CMH!), which is a Disease Management Benefit focusing on the treatment and control of metabolic health risks and diseases, the cost of CMH! Care Coordination will be reflected monthly on an invoice summary as well as with an accompanying roster of claims.

5. **Blue Primary Care Home**

GHPs choosing to participate in Blue Primary Care Home will also participate in the Shared Savings Program. The Shared Savings Program establishes quality, outcome, and other performance measurements for Blue Primary Care Home Network Providers designed to improve health outcomes while reducing or minimizing healthcare costs. The Blue Primary Care Home Network Providers participate in savings reimbursed to them through the Shared Savings Program. If the requirements are not met, there are no savings distributed. The GHP will participate in the Shared Savings Program with other self-insured and insured plans, not independently. The Shared Savings Program impact will be reflected on a monthly claim billing invoice after the first year, and may be adjusted quarterly thereafter following the initial year of participation.

## II. PAYMENT OF BENEFITS

A. Payment by Claim Administrator of any Claims under the Benefit Plan shall be in accordance with Claim Administrator's standard practice and in accordance with applicable state and federal statutes and regulations.

B. Claim Administrator shall send an electronic Claims Billing Summary Report to GHP on a three-time-per-month billing cycle. The Claims Billing Summary Report will indicate:

1. the amount of reimbursement for Claim Administrator funds used in the Payment of GHP's Claims, and

2. the amount of the administrative and access fees for the BlueCard Program (see Article IV).

C. Payment of the total amount specified on the Claims Billing Summary Report will be made three times a month to Claim Administrator on the 7th calendar day of the month following the billing cycle (if the 7th falls on a non-banking day, then payment will be initiated on the first banking day following the 7th). Payment will be made to Claim Administrator via ACH Direct Program from the GHP's bank account initiated by Claim Administrator.

D. GHP will be drafted the total amount specified on the Claims Billing Summary Report without regard to Reinsurance funding. Any Reinsurance issues shall be resolved by GHP and shall not impact or be grounds for adjustment to the Payment of Claims billings. Any short Payment of Claims billings will result in the suspension of all services provided by Claim Administrator as outlined in Section II(E) below.

**E.** Should the GHP fail to have the funds, as billed, available for Payment on the 7th Calendar day following each billing cycle, the Claim Administrator may take the following action prior to the next billing cycle:

1. Claim Administrator may suspend all administrative services and Utilization Management programs outlined in Article I.
2. If the funds are not available by the 15th calendar day of the month following the billing cycle (if the 15th falls on a non-banking day, then funds must be available on the first banking day following the 15th), the Agreement will automatically terminate and GHP will be notified.
3. Should the administrative services be suspended more than once in any twelve month period, the Claim Administrator has the discretion to terminate the Agreement. The Agreement will not be reinstated.
4. The failure of Claim Administrator to suspend services or to terminate the Agreement due to GHP's failure to have the funds available in their bank account does not preclude the future suspension of services or the termination of the Agreement.

## III. HOSPITAL SAVINGS

### A. GHP Benefits

GHP shall be entitled to benefits from: (1) any Participating Hospital Agreement applicable to administrative services groups, and (2) any BlueCard Program between Claim Administrator and a Blue Cross and Blue Shield Plan (see Article IV).

### B. Calculation of Savings

Claim Administrator will calculate the total savings received by GHP on Covered Services rendered to any Covered Person by any hospital that has signed a Participating Hospital Agreement with Claim Administrator. Of these savings, 100 percent will be passed on to GHP.

## IV. ACCESS TO OUT-OF-STATE HOSPITAL SAVINGS THROUGH THE BLUECARD PROGRAM

Claim Administrator has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Members access healthcare services outside the geographic area Claim Administrator serves, the Claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Claim Administrator serves, Members obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. Claim Administrator remains responsible for fulfilling its contractual obligations to you. Claim Administrator payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

### A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services outside the geographic area Claim Administrator serves, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

1. **Liability Calculation Method Per Claim – In General**

a. Member Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Member liability on Claims for Covered Services will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to Claim Administrator by the Host Blue.

b. GHP's Liability Calculation

The calculation of the GHP's liability on Claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to Claim Administrator by the Host Blue. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, the GHP may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

2. **Claims Pricing**

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Claim Administrator by the Host Blue may be represented by one of the following:

(i) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or

(ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a Claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

(iii) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price the GHP pays on a specific Claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Member and the GHP is a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to the GHP will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from the GHP. If the GHP terminates, you will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be settled over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned on funds held in variance accounts.

**3. BlueCard Program Fees and Compensation**

GHP understands and agrees to reimburse Claim Administrator for certain fees and compensation which it is obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to GHP are set forth in Exhibit I. BlueCard Program Fees and compensation may be revised from time to time as described in section IV.F below.

**B. Special Cases: Value-Based Programs**

*Value-Based Programs Overview*

GHP's Members may access Covered Services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

*Value-Based Programs under the BlueCard Program*

*Value-Based Programs Administration*

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon quality/cost goals in the following ways:

The Host Blue may pass these provider payments to Claim Administrator, which Claim Administrator will pass directly on to GHP as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to GHP via an enhanced provider fee schedule.

(ii) Supplemental Factor for Estimated Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for Value-Based Programs without attribution.

When such amounts are billed separately from the price of the Claim, they may be billed as follows:

- Per Member Per Month (PMPM) Billings: Per Member Per Month billings for Value-Based Programs incentives/Shared Savings settlements and/or Care Coordination Fees to accounts are outside of the claim system. Claim Administrator will pass these Host Blue charges directly through to GHP as a separately identified amount on the group billings. This amount may include supporting documentation itemizing the Care Coordination Fees and/or Shared Savings making up the PMPM charge.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If GHP terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be settled over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

*Care Coordinator Fees*

Host Blues may also bill Claim Administrator for Care Coordinator Fees for provider services which are invoiced to GHP as follows:

1. Care Coordinator Fees are determined by the number of Members enrolled in a Value-Based Program. There is a charge per Member. Aggregate charges for Care Coordinator Fees are stated within the GHP invoice which includes a supplemental report identifying the Care

Coordinators Fee(s) charged for each individual Member enrolled in a Value-Based Program.

As part of this Agreement, Claim Administrator and GHP will not impose Member cost sharing for Care Coordinator Fees.

*Value-Based Programs under Negotiated Arrangements*

If Claim Administrator has entered into a Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to GHP's Members, Claim Administrator will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

**C. Return of Overpayments**

Recoveries from a Host Blue or its participating and nonparticipating providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare provider/hospital bill audits, credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied, in general, on either a Claim-by-Claim or prospective basis. If recovery amounts are passed on a Claim-by-Claim basis from a Host Blue to Claim Administrator they will be credited to GHP's account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to GHP as a percentage of the recovery.

**D. Nonparticipating Providers Outside Claim Administrator's Service Area**

**1. Member Liability Calculation**

a. In General

When Covered Services are provided outside of Claim Administrator's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Claim Administrator will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, Claim Administrator may pay Claims from nonparticipating healthcare providers outside of Claim Administrator's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Claim Administrator or by applicable state law. In other exception cases, Claim Administrator may pay such Claims based on the payment Claim Administrator would make if Claim Administrator were paying a nonparticipating provider inside of Claim Administrator's service area. This may occur where the Host Blue's corresponding payment would be more than Claim Administrator's in-service area nonparticipating provider payment. Claim Administrator may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Members may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment Claim Administrator will make for the Covered Services as set forth in this paragraph.

**2. Fees and Compensation**

GHP understands and agrees to reimburse Claim Administrator for certain fees and compensation which it is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to GHP are set forth in Exhibit I. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section IV(F) below.

**E. Blue Cross Blue Shield Global® Core**

**2. General Information**

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is not serviced by a Host Blue.

- **Inpatient Services**

  In most cases, if Members contact the service center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their deductibles, coinsurance, etc. In such cases, the hospital will submit Member Claims to the service center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a Claim to obtain reimbursement for Covered Services. **Members must contact Claim Administrator to obtain precertification for non-emergency inpatient services.**

**3. Blue Cross Blue Shield Global Core Related Fees**

GHP understands and agrees to reimburse Claim Administrator for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to GHP under Blue Cross Blue Shield Global Core are set forth in Exhibit I if charged separately from the General Administrative Fee. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section IV(F) below.

**F. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation**

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, Claim Administrator shall provide GHP with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and GHP's right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If GHP fails to respond to the notice and does not terminate this Agreement during the notice period, GHP will be deemed to have approved the proposed changes, and Claim Administrator will then allow such modifications to become part of this Agreement.

## PART 3—GROUP HEALTH PLAN'S RESPONSIBILITIES

**V. RESPONSIBILITIES OF GHP**

**A.** GHP agrees to furnish any information required by the Claim Administrator as a result of state or federal law.

**B.** GHP accepts full responsibility and liability for granting any appeal rights to a denied claimant beyond those appeal rights provided for under the Benefit Plan.

**C.** GHP has full discretionary authority to determine eligibility for benefits and/or to construe the terms of the Benefit Plan. If the GHP's determination is not supported by the language of the Benefit Plan, GHP will indemnify and hold harmless Claim Administrator, its affiliates and/or subsidiaries and their respective directors, officers and employees against all claims and for any damages, lawsuits, judgments, expenses and attorney fees incurred by Claim Administrator as a result of such determination.

**D.** GHP acknowledges Claim Administrator will process and administer Claims in accordance with GHP's Benefit Plan and Claim Administrator's Medical Policy. In the event GHP instructs Claim Administrator to provide benefits which are outside the scope of GHP's Benefit Plan or in conflict with Claims Administrator's Medical Policy, GHP agrees in writing to accept full responsibility for the decision and to provide Claim Administrator with a written request for benefits outside of the scope of the Benefit Plan or in conflict with Claim Administrator's Medical Policy. Additionally, GHP agrees to indemnify and hold harmless Claim Administrator, its affiliates and/or subsidiaries and their respective directors, officers and employees against all claims and for any damages, lawsuits, judgments, expenses and attorney fees which arise from GHP's decision on such benefits.

**E.** In the event GHP retroactively cancels the coverage of an employee or dependent after Claims have been processed for the individual, GHP agrees to provide funds for the Payment of the Claims. GHP agrees to indemnify and hold harmless Claim Administrator, its affiliates and/or subsidiaries and their respective directors, officers and employees against all claims and for any damages, lawsuits, judgments, expenses and attorney fees which arise from GHP's retroactive cancellation or rescission of coverage.

**F.** GHP acknowledges the retroactive addition of an employee or dependent to coverage may cause coverage issues with the GHP's reinsurer. Claim Administrator assumes no liability or responsibility for these coverage issues caused by retroactive additions.

**G.** GHP shall enter into an "Assignment of Benefits" agreement wherein GHP will assign individual specific stop-loss benefits to Claim Administrator for reimbursement of Claim Administrator funds utilized for claims over GHP's individual specific stop-loss amount.

**H.** GHP accepts full responsibility for providing information requested by the Reinsurance carrier in a timely fashion. Claim Administrator shall not be responsible for any loss of Reinsurance funding caused by the GHP's failure to provide information requested by the Reinsurance carrier. GHP accepts full responsibility for securing Reinsurance. GHP shall provide Claim Administrator a copy of the Reinsurance policy within 30 days after the Effective Date of this Agreement.

**I.** GHP acknowledges that any decisions on its part to pay benefits that are not covered under GHP's Benefit Plan may result in reinsurance issues with its respective reinsurance carriers. GHP accepts full responsibility for these decisions.

**J.** GHP acknowledges that Claim Administrator is not a party to the Reinsurance policy and is not aware of the terms of the Reinsurance policy. GHP further acknowledges it is solely responsible for ensuring no conflict exists between the terms of the Reinsurance policy and the Benefit Plan. Additionally, GHP agrees to indemnify and hold harmless Claim Administrator, its affiliates and/or subsidiaries and their respective directors, officers and employees against all claims and for any damages, lawsuits, judgments, expenses and attorney fees which arise from any such conflict.

**K.** Employer is solely responsible for ensuring that the GHP is in compliance with Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer's Plan Administrator (who is not Claim Administrator) is solely responsible for administering the GHP in accordance with

COBRA provisions, providing any notices required by COBRA provisions, and making any and all coverage decisions with regard to the administration of COBRA benefits.

L. GHP accepts full responsibility for the distribution of Summaries of Benefits and Coverage to Employer's employees and their dependents under the Benefit Plan in accordance with PPACA and/or guidelines and regulations set forth by the U.S. Department of Labor, the U.S. Department of Health and Human Services and the U.S. Department of the Treasury.

M. GHP agrees that it will provide Claim Administrator with the reinsurance terms and contingencies, as agreed to between GHP and its reinsurance carrier, no later than the effective date of the reinsurance agreement. If GHP fails to furnish the reinsurance terms and contingencies to Claim Administrator by the effective date of the reinsurance agreement, all administrative services listed in Part 2 may be suspended by Claim Administrator.

## PART 4—EMPLOYER'S RESPONSIBILITIES

### VI. EMPLOYER'S OBLIGATIONS

#### A. Employer to Control GHP

Employer retains full and final authority and responsibility for GHP and its operation. Claim Administrator is empowered to act on behalf of GHP only as stated in this Agreement, or as mutually agreed in writing by Employer and Claim Administrator.

Employer will have the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including any licensing, filing, reporting, and disclosure requirement, that may apply to GHP. Claim Administrator will have no responsibility for GHP's compliance or non-compliance with any applicable federal, state, or local law, rule, or regulation.

Employer's obligation includes, but is not limited to, compliance with all provisions of ERISA, if applicable. This includes those fiduciary responsibilities of administering its GHP and maintaining adequate funding to support the GHP.

#### B. Underwriting and Benefits Determinations

Employer retains the ultimate responsibility for Claims under the GHP and all expenses incident to GHP, except as Claim Administrator has specifically undertaken in this Agreement. Claim Administrator does not insure or underwrite the liability of Employer or GHP, and has no responsibility for determining the terms of or the benefits to be provided under the GHP.

#### C. Enrollment Information

Employer is solely responsible for furnishing the information that is required by Claim Administrator. This includes, but is not limited to, any information that is necessary to enroll employees and their dependents under the Benefit Plan, process terminations, and effect changes in family and membership status. Employer acknowledges and agrees that such information may be collected and transmitted electronically, including internet transmission.

#### D. Information Required by Law

Employer agrees to furnish any information required by the Claim Administrator as a result of state or federal law.

#### E. Membership Notification

All notification of membership or coverage changes must be through electronic transmission, approved by Claim Administrator and include all information required by Claim Administrator to effect changes.

#### F. Accuracy of Information

Employer warrants the accuracy of the information transmitted to Claim Administrator and understands that Claim Administrator will rely on this information. Employer agrees to supply or allow inspection of personnel records to verify eligibility as requested by Claim Administrator.

G. **Untimely or Inaccurate Information**

Employer further agrees that expenses Claim Administrator incurs, if any, as a result of Employer's failure to transmit the information, failure to transmit it in the time period required by Claim Administrator, or failure of correct information being transmitted to Claim Administrator may result in additional fees being assessed to Employer.

H. **Summary of Benefits and Coverage**

Employer acknowledges and agrees that GHP will furnish and distribute Summaries of Benefits and Coverage to Employer's employees and their dependents under the Benefit Plan in accordance with PPACA and/or guidelines and regulations set forth by the U.S. Department of Labor, the U.S. Department of Health and Human Services and the U.S. Department of the Treasury.

**VII. DIRECT PAYMENT TO MEMBER AND PARTICIPATION IN FAVORABLE REIMBURSEMENT AGREEMENTS**

GHP agrees that unless otherwise required by law, all benefits payable under the Plan are not assignable, in whole or in part, by the Covered Persons. Claim Administrator will make payment for Covered Services directly to Network Providers, or to Non-Network provider(s) only if the Member provides written direction that benefits for Covered Services are to be paid directly to such Non-Network provider(s). In the absence of such a Provider Agreement or the Member's written direction of payment to a Non-Network provider, all benefits will be payable to the Covered Person and any assignment of such benefits will not be honored.

## PART 5—CLAIM ADMINISTRATOR'S COMPENSATION

**VIII. COMPENSATION FOR CLAIM ADMINISTRATION**

A. During the term of this Agreement, GHP agrees to pay Claim Administrator a monthly administrative services fee. Claim Administrator's compensation shall be based on GHP's enrollment as of the date the final bill preparation is completed by Claim Administrator. Note: The aforementioned fees are for Claims processing and other services performed in that month only.

1. The monthly administrative service fee is $32.50 for each employee covered in the Benefit Plan on or after October 1, 2018. The fee includes the services specified in Article I. The due date of the monthly administrative services fee is the first day of each month.

2. If GHP chooses the bank draft as billed option, on the 7th calendar day of the month (if the 7th falls on a non-banking day, then the payment will be initiated on the first banking day following the 7th) payment will be made to the Claim Administrator via ACH Direct Payment from the GHP's bank account initiated by Claim Administrator. If funds are not available on the 7th calendar day of the month, all administrative services listed in Article I may be suspended by the Claim Administrator.

3. If the Funds are still not available in the GHP's bank account by the 15th calendar day of the month (if the 15th day falls on a non-banking day, then payment will be initiated on the first banking day following the 15th) the Administrative Services Contract may be terminated immediately by the Claim Administrator.

4. If the GHP chooses the bank draft as reconciled option, then the GHP has the availability to initiate payment approximately 10 days prior to the due date and 10 days after the due date via the *my*Blue Group website.

B. GHP will provide electronic payment of the total monthly administrative fee as referenced on the electronic invoice received by GHP. Any adjustments to the administrative fee due to changes in coverage (e.g. additions, deletions, etc.) will be adjusted on GHP's electronic invoice for the following month.

C. GHP will pay the total monthly administrative fee as referenced on the invoice received by GHP. Any adjustments to the administrative fee due to changes in coverage (e.g. additions, deletions, etc.) will be adjusted on GHP's invoice for the following month.

**D.** Should the expense of administrative services increase due to benefit changes or other mutually agreed upon changes in services or procedures provided under this Agreement, the Claim Administrator may adjust the administrative fee accordingly, such adjustment to be effective on the date the changes take effect, subject to prior approval from GHP. Changes in administrative services and procedures will not be implemented until GHP agrees to the adjustment in the administrative fees. GHP will not unreasonably withhold approval for the adjustment of the administrative fee. In the event GHP fails to approve the increase in the administrative fee within thirty (30) days after receipt of a notice to increase from the Claim Administrator, Claim Administrator, at its discretion, may immediately terminate the Agreement without any additional notice to GHP; provided, however, that the Claim Administrator shall give written notice of any such termination to GHP immediately thereafter.

**IX. REINSURANCE PREMIUMS**

**A.** Timely payment of the reinsurance premiums is the responsibility of the GHP. Claim Administrator will collect the reinsurance premiums from the GHP and distribute the premiums to the reinsurance carrier in a timely manner; however the responsibility of timely payment of the premiums belongs to the GHP. Claim Administrator will not be held responsible for GHP's failure to pay the reinsurance premium in a timely manner. GHP acknowledges that Claim Administrator is not a party to the Reinsurance arrangement that exists between the GHP and its reinsurer and has no obligations with regard to same aside from those specifically provided for herein. This Section only applies when GHP has elected to have Claim Administrator collect the reinsurance premiums and distribute them to the reinsurance carrier.

**B.** The due date of the monthly premium is the first day of each month.

1. If the GHP chooses the bank draft as billed option, then on the 7th calendar day of the month (if the 7th falls on a non-banking day, then payment will be initiated on the first banking day following the 7th), payment will be made to Claim Administrator via ACH Direct Payment from the GHP's bank account initialized by Claim Administrator. If funds are not available on the 7th day of the month for which the premiums are due, all administrative services listed in Article I may be suspended by the Claim Administrator.
2. If the GHP chooses the bank draft as reconciled option, then the GHP has the availability to initiate Payment approximately 10 days prior to the due date and 10 days after the due date via the *my*Blue Group website.
3. If the Funds are still not available by the 15th calendar day of the month (if the 15th day falls on a non-banking day, then the activity will be initiated on the first banking day following the 15th), Claim Administrator may not be able to distribute the premiums to the reinsurance carrier in the allowed time period. GHP's reinsurance may be terminated for non-payment.
4. Should the reinsurance premiums change, Claim Administrator will adjust the billing accordingly, such adjustment to be effective on the date of the change.

## PART 6—MISCELLANEOUS

**X. TERMINATION**

**A. Termination With or Without Cause**

Any Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice. This provision does not supersede Claim Administrator's rights to automatically terminate this Agreement for the GHP's failure to remit funds as outlined in Section II.D, above.

**B. GHP Benefit Plan Termination**

Claim Administrator may terminate this Agreement on the date GHP's Benefit Plan is terminated.

**C. Automatic Termination by Claim Administrator**

Notwithstanding the provisions of Section A above, this Agreement will terminate automatically upon the occurrence of any of the following events, as determined by Claim Administrator:

1. GHP's failure to remit fees, funds or late Payments as outlined in Sections VII, VIII and IX above;
2. GHP's Benefit Plan is terminated;
3. The Claim Administrator reasonably believes that GHP does not have the financial ability to adequately fund the Benefit Plan, and GHP has failed to immediately provide adequate assurances of such ability to Claim Administrator.
4. GHP or Employer otherwise materially breaches this Agreement.

**D. Payment of Fees Upon Termination**

1. Termination of this Agreement for any of the reasons provided for herein does not relieve GHP from its obligations to reimburse Claims Payments, and pay any and all fees accrued through the date of termination.

**E. Run-out Agreement**

Upon termination of this Agreement, Claim Administrator may, at Claim Administrator's sole discretion, continue to perform services with respect to any Claims incurred prior to the effective date of termination for 60 days following termination of the Agreement. The administrative fee for these services will be determined at the time of the termination of this Agreement and be set forth in a separate run-out agreement. Moreover, Claim Administrator will cooperate with Employer to develop, as promptly as possible, a comprehensive plan for transferring services back to Employer or to another service provider designated by Employer. To the extent permitted by law, Claim Administrator will assist Employer in transferring the Claim Administrator's responsibilities in an expeditious manner in order to minimize the possibility of discontinuity or disruption to Employer. If there is commencement of a bankruptcy proceeding by or against the GHP or Employer under the United States Bankruptcy Code, run-out shall not be available.

## XI. LIABILITY AND INDEMNITY

A. GHP is contracting with the Claim Administrator only for the administrative services specifically listed in Article I of this Agreement. GHP retains the final authority for the Payment of Claims filed under the Benefit Plan, it being understood that Claim Administrator functions in an administrative capacity only subject to the direction of GHP. The Parties agree that Claim Administrator does not underwrite or insure the participants in the Benefit Plan and that Claim Administrator is subject to the direction of GHP with respect to any questions regarding eligibility for Payment, the amount of Payment, and any controversy involving employees and dependents with respect to the Plan. GHP also retains the ultimate responsibility for all expenses incident to the Benefit Plan and for compliance with all federal and state laws except as specifically assumed in this Agreement by the Claim Administrator.

B. GHP agrees it is solely responsible for premium taxes on Benefit Plan payments, if any and that Claim Administrator will not be responsible for the payment of any such premium taxes. .

C. Claim Administrator agrees to defend, indemnify and hold harmless GHP for any damages, lawsuits, judgments, expenses and attorney fees resulting from or arising out of dishonesty, fraud, criminal conduct or gross negligence with respect to this Agreement on the part of Claim Administrator, its employees, officers or directors.

## XII. LAW AND VENUE

This Agreement shall be construed and interpreted under the laws of the State of Mississippi except where preempted by federal law. GHP and Employer consent to the jurisdiction and venue of the federal and state courts located in Rankin County, Mississippi.

## XIII. ATTORNEY FEES

If Claim Administrator incurs any attorney fees, court costs or expenses of any kind due to GHP's or Employer's breach of any provision of this Agreement, GHP or Employer shall be liable for such costs and shall reimburse Claim Administrator for such costs.

## XIV. AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended by written agreement between Claim Administrator, Employer, and GHP except as otherwise permitted by automatic operation under this Agreement.

## XV. MULTIPLE ORIGINALS

This Agreement has been executed in multiple originals, any one of which may be used for any purpose without the necessity of accounting for the others.

## XVI. INDEPENDENT CORPORATION

GHP and Employer each on behalf of itself and its participants hereby expressly acknowledge their understanding that this Agreement constitutes a contract solely between GHP, Employer, and Blue Cross & Blue Shield of Mississippi, as Claim Administrator. Claim Administrator is an independent corporation operating under a license from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, permitting Claim Administrator to use the Blue Cross and Blue Shield Service Marks in the State of Mississippi, and that Claim Administrator is not contracting as the agent of the Association. GHP and Employer further acknowledge and agree that they have not entered into this Agreement based upon the representations by any person other than Claim Administrator and that no person, entity, or organization other than Claim Administrator shall be held accountable or liable to GHP or Employer for any of Claim Administrator's obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Claim Administrator other than those obligations created under other provisions of this Agreement.

## XVII. TRADEMARKS AND TRADENAMES

Each Party to this Agreement reserves the right to the control and use of its name, symbols, trademarks, tradenames, service marks, and copyrights presently existing or later established. No Party to this Agreement shall use another Party's name, symbols, trademarks, tradenames, or service marks in advertising, promotional materials, or otherwise, without the prior written consent of such other Party. Any permitted use shall terminate upon the termination of such consent or upon termination of this Agreement, whichever first occurs.

## XVIII. AGREEMENT

This Agreement and any referenced attachments (attached hereto and incorporated by reference herein) contain the entire agreement between the Parties relating to the subjects addressed herein. Any prior agreement, promise, negotiation, or representation, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement shall be of no force or effect.

## XIX. SEVERABILITY

If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court of competent jurisdiction, that invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

## XX. WAIVER OF BREACH

Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

## XXI. DISCLOSURE OF CONFIDENTIAL CLAIMS DATA

During the term of this Agreement, either GHP or Employer may request that Claim Administrator provide Protected Health Information or data to GHP, Employer and/or their designated representatives. The Parties agree that Claim Administrator will provide Protected Health Information only as permitted under the terms of this Agreement and as permitted by law.

GHP and Employer each agrees that they will maintain any and all such information or data provided by Claim Administrator that constitutes Protected Health Information in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy Rules and any other applicable state or Federal law. GHP and Employer each agrees to use such information solely for legally permissible purposes pursuant to the requirements of various federal and state laws and regulations, whether now existing or hereafter enacted. GHP and Employer represent that they and/or their designated representatives have specific legally permissible purposes for requesting any information from Claim Administrator. GHP and Employer warrant that they and/or their designated representatives have in effect internal procedures to prevent the unauthorized and/or legally impermissible disclosure and/or use of such Claims data.

GHP and Employer agree to defend, indemnify and hold harmless the Claim Administrator, its officers, directors, employees and agents against any and all claims, lawsuits, judgments, attorney fees, costs and expenses of whatever kind and nature arising out of or resulting from Claim Administrator's release of this information containing medical or other data of a confidential nature to GHP, Employer and/or their designated representatives.

**XXII. NOTICES**

Any notices required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to Claim Administrator at Post Office Box 1043, Jackson, MS 39215-1043, and to GHP at 101 E. Lampkin Street, Starkville, MS 39759. Notice shall be effective on the date indicated on the return receipt.

**XXIII. GENERAL CONFIDENTIALITY**

This Agreement and the information provided pursuant to the same is confidential information. This confidential information includes, but is not limited to reimbursement information and marketing information. Said confidential information shall be treated as confidential, proprietary, or trade secret information. This obligation of confidentiality shall not apply to (a) Information that at the time of the disclosure is in the public domain; (b) Information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement; (c) Information that the disclosing Party can establish by reasonable proof was in the disclosing Party's possession at the time of original disclosure; or (d) Information that the disclosing Party receives from a third party who has a right to disclose it to the disclosing Party.

**XXIV. AGENT DISCLOSURE OF COMMISSION**

GHP and Employer acknowledge that their agent has disclosed to them in writing the existence of all compensation.

**SIGNATURES**

In witness whereof, the Parties hereto have caused this Agreement to be executed by their respective Officer who has been duly authorized to execute this Agreement.

**CLAIM ADMINISTRATOR:**

BLUE CROSS & BLUE SHIELD OF MISSISSIPPI, A MUTUAL INSURANCE COMPANY

BY: Cheri D. Green

Cheri D. Green
Corporate Secretary

Date: 9/25/18

**EMPLOYER:**

CITY OF STARKVILLE

BY:

Title: Mayor D. Lynn Spruill

Date: 9-18-2018

**GROUP HEALTH PLAN:**

EMPLOYEE HEALTH PROTECTION PLAN FOR CITY OF STARKVILLE

By:

Title: Mayor

Date: 9-18-2018

**EXHIBIT I**

Only the BlueCard Program Access Fee and the BlueCard Program Administrative Expense Allowance (AEA) fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the Administrative Charges.

The Access Fee is charged by the Host Blue to Claim Administrator for making the applicable Host Blue's provider network available to GHP's Members. The Access Fee will not apply if the provider does not participate in the applicable Host Blue's network. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Claim Administrator receives from the applicable Host Blue subject to a maximum of $2,000 per claim. When charged, Claim Administrator passes the Access Fee directly on to GHP.

Instances may occur in which the claim payment is zero or Claim Administrator pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Claim Administrator will pay the Host Blue's Access Fee and pass it along directly to GHP as stated above even though GHP paid little or had no claim liability.

The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to Claim Administrator for administrative services that the Host Blue provides in processing claims for GHP's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, Claim Administrator passes the AEA Fee directly on to GHP.

See the Fee Listing section of this Exhibit for the BlueCard Program Access Fee and AEA Fee and for Claim Administrator's General Administrative Fee. The General Administrative Fee includes all other fees relative to the BlueCard Program. These fees include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

A General Administrative Fee encompasses fees Claim Administrator charges to GHP for administering GHP's Benefit Plan. They may include both local within Claim Administrator's service area and Inter-Plan fees. For purposes of this Agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee and AEA Fee: namely, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

Group Name: City of Starkville
Group Numbers: 67142, 67143, 67144, 67145, 67146, 67147, 67148, 67149, and 67151
Effective Date: October 1, 2018 through September 30, 2019

| | |
|---|---|
| **General Administrative Fee (See also Section VIII(A)(1):** | $32.50 per employee per month |
| **Inter-Plan Arrangements Fees:** | |
| *BlueCard Program Fees* | |
| Access Fees: | In 2018, 4.30% of network savings, capped at $2,000.00 per claim.<br>In 2019, 4.17% of network savings, capped at $2,000.00 per claim. |
| Administrative Expense Allowances (AEAs): | $5.00 per claim professional and $11.00 per claim institutional. |
| Nonparticipating Provider Claims Processing Fee: | $3.00 per claim for out-of-network claims. |

# Blue Cross & Blue Shield of Mississippi (BCBSMS)
# Patient Protection and Affordable Care Act (PPACA) - Healthcare Reform Checklist Confirmation

As part of our continuing PPACA compliance process, BCBSMS is offering the following informational updates for your review, and in certain cases, decisions you must make with regard to the administration of your Benefit Plan.

**Grandfathered Status:**

If your Plan is grandfathered, details regarding pertinent provisions of PPACA that you should keep in mind when making benefit decisions/changes are set out below.

A Plan can obtain and maintain Grandfathered status if at least one individual was enrolled in the Plan on March 23, 2010. However, there can be issues with making changes to your plan that may impact Grandfathered status.

- **Changes that will NOT cause a loss of Grandfathered Status:**
  - Change to premiums;
  - Changes required to comply with federal or state law;
  - Changes to increase benefits to comply with PPACA;
  - Changes to the pharmacy formulary;
  - Changes to provider networks; and
  - Changes to an existing group due to newly acquired mergers and acquisitions.
- **Changes that WILL cause a loss of Grandfathered Status (this is not an all-inclusive list):**
  - Cannot significantly cut or reduce benefits;
  - Cannot decrease co-insurance percentage paid by the group or carrier;
  - Cannot significantly raise co-payment charges. Grandfathered plans will be able to increase those co-pays by no more than the greater of $5 (adjusted annually for medical inflation) or a percentage equal to medical inflation plus 15 percentage points over the life of the product beginning March 23, 2010. This includes prescription drug changes increasing co-payment amounts across any tier in excess of $5.00;
  - Cannot significantly raise deductibles or out-of-pocket amounts. Grandfathered plans can only increase these deductibles or out-of-pockets by a percentage equal to medical inflation plus 15 percentage points over the life of the product beginning March 23, 2010;
  - Cannot significantly lower employer contributions. Grandfathered plans cannot decrease the percent of premiums the employer pays by more than 5 percentage points;
  - Cannot add or tighten an annual limit on what the insurer pays;

- Group that defines eligibility to include all full-time employee moves to a Management carve-out arrangement (i.e. custom eligibility arrangement) or a custom eligibility group redefines their eligibility to exclude a currently covered class.

**If you choose to forego your Grandfathered Status, BCBSMS will make the appropriate changes to your plan to bring it into compliance with PPACA.**

**Please indicate below whether you want to maintain Grandfathered Status for your Plan.**

☐ **Our Plan is claiming Grandfathered Status.**

X **Our Plan does not claim Grandfathered Status.**

**Women's Preventative Services:**

- Non-Exempt Non-Grandfathered plans must provide certain women's preventative services, including contraceptives, to Plan Members with no cost sharing. Grandfathered and Exempt Plans may choose to provide these benefits. Please advise if you would like to do so at this time.

  X **Yes, provide all required women's preventative services at no cost sharing.**

  ☐ **No, maintain the current benefits related to women's preventative services (only Grandfathered Plans may choose this option).**

**Tobacco Cessation Preventive Services:**

- Non-Grandfathered plans are required to cover tobacco cessation counseling and interventions at no cost-sharing as part of the requirement to cover preventative services. BCBSMS's Be Tobacco Free program satisfies this requirement and is automatically available to members of non-Grandfathered groups. If your group health plan is Grandfathered, your plan is not required to provide this coverage, but may do so voluntarily. If your group health plan is Grandfathered, please advise if you will provide access to the Be Tobacco Free program to members of your plan.

  ☐ **Yes, our Grandfathered group health plan will provide access to the Be Tobacco Free program.**

  ☐ **No, our Grandfathered group health plan will not provide access to the Be Tobacco Free program.**

**Patient Centered Outcome Research Institute Fee:**

- Blue Cross & Blue Shield of Mississippi will not be calculating or submitting your Plan's required Patient Centered Outcome Research Institute fee. Please consult your Plan's accountant and/or legal counsel for guidance.

**Out-of-Pocket Maximum:**

- For plan years beginning on or after January 1, 2018, non-Grandfathered plans are subject to the ACA Maximum Out-of-Pocket of $7,350 for individual coverage and $14,700 for family coverage. Out-of-pockets include network deductibles, co-payments, coinsurance and similar charges but do not include premiums or contributions, amounts incurred for non-covered services, non-network cost-sharing, or balance billed amounts charged by out-of-network providers.

- For High Deductible Health Plans, the following amounts apply for plan years beginning on or after January 1, 2018:

  Minimum Annual Deductibles:

  - $1,350 for self-only coverage
  - $2,700 for family coverage

  Maximum Out-of-Pockets:

  - $6,650 for self-only coverage
  - $13,300 for family coverage

  Note: A non-Grandfathered plan – including an HSA-qualified high deductible health plan - with a family out-of-pocket maximum or a family deductible higher than the ACA Maximum Out-of-Pocket for self-only coverage must nonetheless limit cost-sharing for any one enrolled individual to the ACA Maximum Out-of-Pocket, even if the family deductible has not been met.

**Summary of Benefits and Coverage:**

- Group health plans are required to provide a Summary of Benefits and Coverage to their Members. This Summary must be provided to the Members, as follows:

  - Included with written application materials that are distributed for enrollment or on the first day a Member is eligible to enroll if no enrollment materials are distributed.
  - On the first day of the plan year as each Group renews;
  - On the first day of open enrollment;
  - Within 90 days of Enrollment for a HIPAA Special Enrollee;

- Within 7 days of a request by a Member; and,
- 60 days prior to mid-year modifications[1].

A statement must be included on the Summary of Benefits and Coverage which indicates whether or not your Plan meets the required Minimum Value.

**X Yes, the Group agrees that BCBSMS will produce and electronically deliver an SBC for each of our Group's Benefit Plans. The Group further agrees that it is the Group's responsibility to deliver the SBC to its Members at the appropriate time.**

☐ **No, the Group will produce its own SBC to be delivered to its Members. The Group acknowledges that the requirement to produce and deliver the SBC falls solely upon the Group and that BCBSMS does not bear any responsibility for the same.**

**By signing the Attestation below, the Group acknowledges that all obligations to timely deliver the SBC to its Members in accordance with PPACA are the responsibility of the Group. The Group further acknowledges that the SBC must be delivered to its Members in accordance with PPACA, as summarized above. The Group understands that, as an added benefit, BCBSMS will produce and electronically deliver an SBC for each of the Group's Benefit Plans in a non-editable format. Furthermore, the Group agrees that all obligations to determine that the SBC is accurate and complies with PPACA remain the responsibility of the Group.**

**Large Employer Mandate:**

- For the purpose of compliance with PPACA, we are aware of our Company's requirement to meet the following for full-time employees and their dependent children effective on our Plan:
  - Provide ACCESS to coverage (95% or greater)
  - Provide ADEQUATE coverage (60% or greater Minimum Value)
  - Provide AFFORDABLE coverage (i.e., for plan years beginning in 2018, employee's required contribution for the lowest cost self-only option is no more than 9.56% of the employee's household income or satisfaction of a safe harbor)

**Removal of Autism Spectrum Disorder Exclusion:**

- Effective January 1, 2015, BCBSMS removed the exclusion for coverage of autism spectrum disorder and developed medical policy for coverage of autism spectrum disorder. Please advise if your group health plan will remove the exclusion for coverage of autism spectrum disorder.

[1] The 60 days notice requirement for material modifications can be satisfied by providing a separate notice of material modification and the SBC can be updated when the modification takes effect.

X **Yes, remove the autism spectrum disorder exclusion.**

☐ **No, do not remove the autism spectrum disorder exclusion.**

**Primary Care Home:**

- Effective January 1, 2016, BCBSMS implemented the Primary Care Home (PCH) Program, which focuses on establishing a partnership between the enrollee and their Primary Care Network Physician focused on achieving quality health outcomes based upon an individualized health and wellness plan of care.

  ☐ Yes, the Group wishes to include the Primary Care Program as part of its Group Health Plan.

  X No, the Group does not wish to include the Primary Care Program as part of its Group Health Plan.

**Additional Comments:**

______________________________________________

______________________________________________

______________________________________________

______________________________________________

**Attestation**:

The above is offered for informational purposes only and not as legal advice. BCBSMS recommends you seek legal advice concerning the impact of PPACA on your Plan.

The undersigned expressly acknowledges that he or she has the authority to select these options on behalf of the group health plan and instructs BCBSMS to revise its Benefit Plan(s) accordingly.

Group: **City of Starkville**

Group #: **067142**

By: ______________

Title: **Mayor** D. Lynn Spruill

Date: 9-18-2018

**Please return this document no later than 60 days prior to your renewal.**

**Be healthy!**

Revised 9/11/2017

## Administrative Services, Reinsurance & Assignment of Benefits Confirmation

☐ New Group ☒ Renewal

1. Effective Date: 10/1/2018
2. Medical Administrative Fee Per Employee Per Month: $32.50
3. Dental Administrative Fee Per Employee Per Month: $____
4. Agent/Broker Commission Per Employee Per Month: $15.00
5. Optional Services: (Risk Pool ) $0.00
6. Specific Stop-Loss Reinsurance Carrier (if applicable): Liberty Insurance Underwriters, Inc.
   - A. Specific Stop-Loss Deductible: $ 125,000
   - B. Aggregating Specific Deductible: $ 65,000
   - C. Specific Stop-Loss Rates: Single $ 30.46 Family $ 91.13 Composite $ ES$60.67 / EC $53.70
   - D. Claims Basis: (Paid, 15/12 etc.) 24/12
   - E. Lasered Deductible – Member Name: ____ Amount: ____
   - F. Lasered Deductible – Member Name: ____ Amount: ____
   - G. Lasered Deductible – Member Name: ____ Amount: ____
7. Aggregate Stop Loss: ☒ Yes ☐ No Aggregate Rate: $2.64 Basis: 24/12

   Aggregate Monthly Factor: $ EE $476.15; ES $948.48; ES $839.44; FAM $1,424.62 Annualized Attachment point: $ 2,201,386

**Group Name:** City of Starkville **By:** [signature]

**Date:** 9-18-2018 **Title:** Mayor D. Lynn Spruill

## Assignment of Benefits
## Amending
## Reinsurer Excess Risk Insurance Policy with Policyholder

☒ Applicable ☐ Not Applicable

This Agreement is made by and between, City of Starkville, the Policyholder and Blue Cross & Blue Shield of Mississippi, a Mutual Insurance Company. This Amended Assignment of Benefits will become effective on 10/1/2018.

In consideration of the fact that Blue Cross & Blue Shield of Mississippi has agreed to advance to the Policyholder any and all benefit payments due under the terms of the policy between Liberty Insurance Underwriters, Inc. (Reinsurance Carrier) and Policyholder, Policyholder acknowledges and agrees, that by affixing an authorized signature to this form, that all benefits due under the terms of said policy, a copy of which is attached and made a part hereto, are hereby assigned to Blue Cross & Blue Shield of Mississippi.

Liberty Insurance Underwriters, Inc. (Reinsurance Carrier) and City of Starkville (Policyholder) explicitly agree that any and all provisions directing payment of benefits to Policyholder and/or preventing assignment of such benefits are hereby amended to reflect that benefits will be paid to Blue Cross & Blue Shield of Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers who have been duly authorized to execute this Assignment.

| ____ (Reinsurance Carrier) | City of Starkville (Policyholder) | Blue Cross & Blue Shield of Mississippi |
|---|---|---|
| By: | By: [signature] | By: |
| Title: | Title: Mayor | Title: |
| Date: | Date: 9-18-18 | Date: |

 

**16. REQUEST AUTHORIZATION TO HIRE MARKEZ QUINN AS THE COMMUNITY DEVELOPMENT ADMINISTRATOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Markez Quinn as the Community Development Administrator in the Community Development Department" is enumerated, this consent item is thereby approved.

**17. REQUEST AUTHORIZATION TO HIRE MARLOW ROGERS AS A PART-TIME MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Marlow Rogers as a part-time Maintenance Worker in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

**18. REQUEST AUTHORIZATION TO HIRE WILL MURPHEE AS AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Will Murphee as Aircraft Lineman (FBO) in the Starkville Airport Department" is enumerated, this consent item is thereby approved.

**19. REQUEST AUTHORIZATION TO HIRE BRANDY GANN AS THE ACCOUNTANT IN THE STARKVILLE UTILITIES DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Brandy Gann as the Accountant in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

**20. REQUEST AUTHORIZATION TO HIRE CHRISTIE CULBERSON AS THE OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Christie Culberson as the Office Manager in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a Executive Administrative Assistant in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

**22. CONSIDERATION OF DECLARING A 1997 FORD F-150, VIN 1FTDF1728VNC25129, ONE STEEL GRILL, ONE WOODEN PICNIC TABLE, ONE POPCORN MACHINE, ONE ICE MACHINE, ONE ICE BIN, ONE STOVE AND RANGE, AND ONE BACKFLOW PREVENTER AS SURPLUS AND AUTHORZATION TO AUCTION ON GOVDEALS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of declaring a 1997 Ford F-150, VIN 1FTDF1728VNC25129, one steel grill, one wooden picnic table, one popcorn machine, one ice machine, one ice bin, one stove and range, and one backflow preventer as surplus and authorization to auction on Govdeals" is enumerated, this consent item is thereby approved.

**23. CONSIDERATION OF APPROVAL TO EXTEND CONCESSIONS LEASE AGREEMENT WITH FRED TATE UNTIL DECEMBER 31, 2018.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to extend concessions lease agreement with Fred Tate until December 31, 2018" is enumerated, this consent item is thereby approved.

# FIRST AMENDMENT TO CONCESSION STANDS LEASE AGREEMENT

This agreement, made and entered into this 18th day of September, 2018, by and between the Starkville Parks and Recreation Department, hereinafter called "SPRD" and _____________________, hereinafter called the "Lessee", both of which understand as follows:

WHEREAS, SPRD owns and operates 5 concession stands located at the City's Sportsplex and McKee Park;

WHEREAS, both parties agree that the function of the buildings is to:
- provide well prepared snacks and meals for visitors and spectators to the area
- provide a clean and pleasant atmosphere for visitors and spectators to the area;

WHEREAS, on February 6, 2018, the parties entered into a Concession Lease Agreement to run through September 2018;

WHEREAS, the parties now desire for the lease to continue through December 2018;

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

**SPRD agrees to:**
1. Pay for general maintenance of the concession stand, both interior and exterior.
2. Not allow other food vendors to sell food at the Sportsplex or McKee Park during recreational games, special events, or tournaments unless agreed to by the concessionaire.
3. Provide the following equipment that is presently within the buildings:

**Youth**
- 1 refrigerator
- 1 upright drink cooler
- 1 flat drink cooler
- 1 freezer
- 1 popcorn machine
- 1 grill
- 1 hotdog roller
- 1 bun warmer
- 1 nacho cheese warmer
- 1 ice machine
- 1 coffee maker
- 1 chip warmer

**Gym (Inside Multipurpose Facility)**
- 2 flat drink cooler
- 1 grill
- 1 refrigerator
- 1 hotdog roller
- 1 popcorn machine

**Adult**
- 1 refrigerator
- 2 standup drink coolers
- 1 freezer
- 1 popcorn machine
- 1 grill

- 1 hotdog roller
- 1 bun warmer
- 1 nacho warmer

**McKee Park**

- 1 freezer
- 2 standup cooler
- 1 flat cooler
- 1 grill

4. Provide water/electrical service to be supplied to all concession stands.

**Lessee agrees to:**

1. Be responsible for general clean up and tidiness in and around the concession stands on an ongoing basis. (Lessee can leave garbage bags/boxes outside the door of the concession stand and SPRD will pick them up the next day).
2. Assume responsibility for operation commencing January 19, 2018 until the end of December 2018. Lessee will notify the Park Office if the Concession Stand will not be open during its regularly scheduled times and post a sign at the site indicating the same.
3. Relinquish the concession stand when other parties lease out the concession stand due to tournament, other events, etc. In this event, Lessee agrees to empty all of his/her/its goods, so that the other party can occupy the stand on the day before their event begins.
4. Concession Stands must be filled one hour before game time; no vehicles are allowed after that time.

**Indemnification and Waiver:**

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

Lessee waives, releases, relinquishes and discharges SPRD and/or the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Lessee's occupation, operation, and/or use of SPRD's concession facilities whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

**Lessor - Starkville Parks and Recreation Department**

______________________________________________

Gerry Logan, Director

**Lessee - ______________________________________**

______________________________________________

(Sign Name)

Print Name: ____________________________________

**24. CONSIDERATION OF AUTHORIZATION TO UTILIZE SEDC AUTOCUE SERVICE. THERE IS A ONE-TIME SET-UP FEE OF $15,000.00, WITH MONTHLY FEES TO BE BASED ON USAGE EACH MONTH.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to utilize SEDC AutoCue Service with a one-time set-up fee of $15,000 and monthly fees based on usage each month" is enumerated, this consent item is thereby approved.

**25. CONSIDERATION OF AUTHORIZATION TO ACCEPT LOWEST AND BEST QUOTE FOR (1) EMERGENCY GENERATOR AND (1) AUTOMATIC TRANSFER SWITCH FOR USE AT THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER FOR $31,174.00 FROM CUMMINGS SALES AND SERVICE AND DECLARE THE CURRENT EMERGENCY GENERATOR LOCATED AT THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER AS SURPLUS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of authorization to accept lowest and best quote for (1) emergency generator and (1) automatic transfer switch for use at the Starkville Utilities Electric Operations Center for $31,174.00 from Cummings Sales and Service and to declare the current emergency generator surplus" is enumerated, this consent item is thereby approved.

Quotes received:

| Bidder | Delivery Time | Total Base Price |
|---|---|---|
| Cummins Sales – Jackson, MS | 7 – 8 weeks | $31,174.00 |
| TAW Power Systems – Flowood, MS | 12 – 14 weeks | $33,555.00 |
| Taylor Power Systems - Clinton, MS | 13 – 14 weeks | $36,423.00 |

**26. CONSIDERATION OF AUTHORIZATION FOR STEPHEN WADE AND RANDALL CHRISWELL TO TRAVEL TO JACKSON, TN TO ATTEND THE LINEMAN APPRENTICESHIP LAB 4 UNDERGROUND ON OCTOBER 8-12, 2018 WITH ADVANCED TRAVEL FOR BOTH NOT TO EXCEED $3,320.00.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the September 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval for Stephen Wade and Randall Chriswell to attend the Lineman Apprenticeship Lab 4 Underground on October 8-12, 2018 at Jackson, TN at a total cost not to exceed $1,770.00 each with advanced travel" is enumerated, this consent item is thereby approved.

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR'S COMMENTS:**

Mayor Spruill acknowledged the $4^{th}$ Grade Girl Scout Troop 20320 in attendance as a requirement to obtain their "Inside Government" badge. She welcomed the group and encouraged them all to become active in their community and government as young adults.

**BOARD OF ALDERMEN COMMENTS:**

Alderman Sistrunk thanked those that applied and volunteered to serve as Election Commissioners and Planning and Zoning Commissioner.

**CITIZEN COMMENTS:**

John Usry, representative of LIME, spoke on the program which will place bikes around town.

John Tolliver, Ward 6, spoke of a sewage back up into his house. The City's insurance company and Serve Pro have both been in contact with Mr. Tolliver.

Chris Taylor, reminded everyone to register to vote or update their addresses if needed before the October 6 deadline for the November elections.

Alvin Turner, inquired as to the two ambulance services in the area and how they function with the public and each other. He also reminded everyone to be mindful of military personnel.

**PUBLIC APPEARANCES:** None

**PUBLIC HEARING:**

**SECOND PUBLIC HEARING AND CONSIDERATION TO AMEND STARKVILLE CODE OF ORDINANCES CHAPTER 82, ARTICLE III - ASSEMBLIES, PARADES, AND PROCESSIONS - CONSISTENT WITH THE CITY'S SPECIAL EVENTS POLICY.**

Mayor Spruill and Attorney Latimer noted the changes to the policy.

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

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

Alderman Little, duly seconded by Alderman Walker, offered a motion to amend the Starkville Code of Ordinances Chapter 82, Article III – Assemblies, Parades and Processions – Consistent with the City's Special Events Policy. 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.

**25. CONSIDERATION TO CALL FOR A PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE SECTION §30-32 RELATED TO TRANSIENT VENDORS.**

Alderman Sistrunk, duly seconded by Alderman Walker, offered a motion to call for a Public Hearing to amend the City of Starkville Code Section §30-32 related to transient vendors with the following proposed change in language:

Sec. 30-32. - Activity in roadways.
Transient vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24-hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the board of aldermen from the time of setup for the approved special event to the time of conclusion of the special event. Transient vendors shall not block or impede pedestrian or vehicular traffic on public roadways.

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.

**26. CONSIDERATION OF APPROVAL OF THE 2019 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE, WHICH WILL REMAIN THE SAME AS THE CURRENT YEAR.**

This item was removed.

**27. CONSIDERATION OF FISCAL YEAR 2018 BUDGET ADJUSTMENTS.**

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve the following FY 2018 Budget Adjustments. 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: Nay |

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

| Account Number | Description | Debit | Credit |
|---|---|---|---|
| 001-000-206-107 | Atmos Gas Revenue | | $ 27,000.00 |
| 001-000-206-113 | 1V Cable Revenue | | $ 89,000.00 |
| 001-000-206-116 | 0kt. Co. Rail Road Tax | | $ 4,000.00 |
| 001-000-206-666 | Telepak/C'Spire Franchise | | $ 8,000.00 |
| 001-000-210-008 | Interest and Penalties | | $ 2,000.00 |
| 001-000-220-018 | Privilege License | | $ 11,000.00 |
| 001-000-222-016 | Plumbing Inspections | | $ 10,000.00 |
| 001-000-222-020 | Building Permits | | $ 30,000.00 |
| 001-000-223-022 | Electric Inspections | | $ 20,000.00 |
| 001-000-223-024 | Sign Permits | $ 1,000.00 | |
| 001-000-223-024 | Erosion Control Permits | $ 1,000.00 | |
| 001-000-223-026 | Demolition and House Moving | | $ 4,500.00 |
| 001-000-230-046 | Fire- Homeland Security Grant | | $ 8,000.00 |
| 001-000-251-027 | State Homestead Reimbursement | | $ 23,000.00 |
| 001-000-254-069 | Police School Reimbursement | | $ 18,000.00 |
| 001-000-254-078 | B/C Healthy Hero-Fire | | $ 44,647.00 |
| 001-000-358-705 | Park- Sports Fee | | $ 70,000.00 |
| 001-000-358- 715 | Park Advertisement | | $ 4,000.00 |
| 001-100-610-350 | Aldermen Travel | | $ 1,500.00 |
| 001-110-480-133 | Court-Hospital Insurance | $ 5,000.00 | |
| 001-110-491-137 | Unemployment payments - Court | $ 6,000.00 | |
| 001-110-501-200 | Supplies | | $ 2,000.00 |
| 001-110-604-330 | Communications | $ 2,000.00 | |
| 001-110-630-400 | Equipment Repair | | $ 500 .00 |
| 001-110-690-553 | Training | | $ 1,000.00 |
| 001-110-918-810 | Software | | $ 2,500.00 |
| 001-120-410-104 | Part-time/Intern | $ 3,200.00 | |
| 001-120-503-202 | Comm. Support | | $ 1,000.00 |
| 001-120-600-300 | Professional Services | $ 25,000.00 | |
| 001-123-450-125 | IT Overtime | $ 2,500.00 | |
| 001-123-604-330 | Communications | $ 3,000.00 | |
| 001-123-620-370 | Insurance | $ 1,500.00 | |
| 001-123-918-805 | Machine and Equipment | $ 10,000 .00 | |
| 001-130-501-200 | Election Supplies | | $ 2,000.00 |
| 001-130-602-301 | Fees | | $ 5,000.00 |
| 001-142-600-301 | Auditing Fees | | $ 5,000.00 |
| 001-159-620-371 | Bonding | $ 3,000.00 | |
| 001-169-600-309 | Legal Expenses | $ 6,000.00 | |
| 001-169-600-312 | Litigation | $ 10,000.00 | |
| 001-180-501-200 | Human Resource Supplies/ Equipment | | $ 1,000.00 |
| 001-180-600-320 | Human Resource Drug Tests | | $ 1,000.00 |
| 001-190-600-300 | Professional Services- City Planner | | $ 8,000.00 |
| 001-190-600-323 | Debris Removal/ Demolition | | $ 5,000.00 |
| 001-190-918-807 | Office Equipment | $ 3,000.00 | |
| 001-190-480-133 | Insurance | $ 1,000.00 | |
| 001-190-918-807 | Software - City Planner | $ 2,500.00 | |
| 001-195-950-383 | Ambulance Grant Match | | $ 1,000.00 |
| 001-196-950-110 | Transfer to Gen Fund from Cemetery Acct | $ 5,000.00 | |

| | | | |
|---|---|---|---|
| 001-197-690-553 | Engineer Training/ Education Reimb | | $ 4,000.00 |
| 001-201-535-233 | Police Uniforms | $ 12,500.00 | |
| 001-201-555-250 | Janitorial | $ 2,000.00 | |
| 001-201-604-330 | Communications | $ 2,500.00 | |
| 001-201-610-350 | Travel | $ 1,500.00 | |
| 001-201-625-380 | Utilities | $ 5,000.00 | |
| 001-201-630-360 | Vehicle Repairs and Maintenance | $ 50,000.00 | |
| 001-201-630-426 | Building Maintenance | $ 4,000.00 | |
| 001-201-630-404 | Radio Maintenance | $ 750.00 | |
| 001-201-630-429 | Radio Expense | | $ 750.00 |
| 001-201-635-369 | Copier Rental | $ 3,000.00 | |
| 001-201-690-552 | Police Training | $ 8,000.00 | |
| 001-201-918-805 | Machine and Equipment | $ 10,250.00 | |
| 001-204-540-235 | Seatbelt Grant Supplies | | $ 15,000.00 |
| 001-245-450-125 | Dispatch Overtime | $ 8,000.00 | |
| 001-245-480-133 | Hospital Insurance | $ 2,000.00 | |
| 001-250-450-125 | Narcotics Overtime | $ 5,000.00 | |
| 001-250-460-130 | Retirement | $ 7,500.00 | |
| 001-250-470-131 | Social Security | $ 4,500.00 | |
| 001-250-480-133 | Hospital Insurance | $ 7,500.00 | |
| 001-250-420-103 | Staff Salaries | $ 50,000.00 | |
| 001-254-450-125 | DUI Overtime | $ 4,000.00 | |
| 001-254-420-103 | DUI Salaries | $ 6,000.00 | |
| 001-261-501-200 | Fire- Office and Janitorial | $ 1,250.00 | |
| 001-261-600-319 | Physical Examinations | $ 2,500.00 | |
| 001-260-604-330 | Phones/Internet | $ 2,500.00 | |
| 001-261-630-360 | Shop Repairs | $ 2,500.00 | |
| 001-261-730-542 | B/C Healthy Hero Grant Expense | $ 44,647.00 | |
| 001-261-918-805 | Machinery and Equipment | | $ 25,000.00 |
| 001-281-604-330 | Communications | $ 2,000.00 | |
| 001-281-630-400 | Equipment | $ 4,000.00 | |
| 001-281-630-360 | Shop Repairs | | $ 2,000.00 |
| 001-281-691-550 | Miscellaneous | $ 1,000.00 | |
| 001-301-630-400 | Street Equipment Repair | $ 6,000.00 | |
| 001-301-630-400 | Equipment Repair | $ 6,000.00 | |
| 001-301-691-550 | Miscellaneous | $ 4,000.00 | |
| 001-301-480-133 | Hospital Insurance | | $ 2,500.00 |
| 001-301-460-130 | Retirement | | $ 3,500.00 |
| 001-302-625-380 | Street Lighting | $ 8,000.00 | |
| 001-360-625-380 | Animal Control-Utilities | $ 2,000.00 | |
| 001-360-525-231 | Gas | | $ 1,000.00 |
| 001-360-480-133 | Insurance | | $ 1,000.00 |
| 001-550-501-220 | Activity Supplies | $ 23,000.00 | |
| 001-550-501-415 | Sports Programs | $ 20,000.00 | |
| 001-550-702-613 | Walmart Grant | $ 2,000.00 | |
| 001-550-690-555 | Dues | $ 1,025.00 | |
| 001-550-630-426 | Building Maintenance | $ 5,000.00 | |
| 001-550-630-402 | Splash pad/Pool Maintenance | $ 2,000.00 | |
| 001-550-600-300 | Park Professional Services | $ 5,000.00 | |

| | | | |
|---|---|---|---|
| 001-550-600-320 | Contract Labor | $ 30,000.00 | |
| 001-550-600-330 | Communications | $ 10,000.00 | |
| 001-550-600-340 | Utilities | $ 10,000.00 | |
| 001-550-600-355 | Special Events | $ 13,000.00 | |
| 001-550-600-370 | Equipment Repair | $ 13,000.00 | |
| 001-550-600-360 | Insurance | $ 5,000.00 | |
| 001-550-600-350 | Advertising | $ 1,000.00 | |
| 001-552-501-200 | NRPA Supplies | | $ 3,500.00 |
| 001-552-600-568 | NRPA Contract Labor | $ 3,500.00 | |
| 001-600-903-516 | ADA Sidewalks | | $ 25,000.00 |
| 001-600-903-518 | Bus Pads | | $ 5,000.00 |
| 001-600-948-857 | Storm Drainage | | $ 10,000.00 |
| 001-653-702-708 | MSU Shuttle Service | | $ 1,000.00 |
| 001-900-990-998 | Continency Fund | | $ 5,725.00 |
| | | $ 514,622.00 | $ 514,622.00 |
| | | | |
| 002-000-330-179 | Drug Education Fine Revenue | | $ 10,000.00 |
| 002-251-501-200 | Drug Education Supplies | $ 5,000.00 | |
| 002-251-600-300 | Professional Services | $ 1,000.00 | |
| 002-251-918-805 | Machinery and Equip | $ 4,000.00 | |
| | | | |
| 003-000-254-091 | MS Fire Fund Revenue | | $ 3,000.00 |
| 003-560-820-874 | Principal - Fire Vehicles | $ 5,574.25 | |
| 003-560-830-873 | Interest | $ 648.75 | |
| 003-560-691-200 | MS Rebate Expenditures | | $ 3,223.00 |
| | | $ 16,223.00 | $ 16,223.00 |
| | | | |
| 015-000-371-640 | Airport Hanger Rent | | $ 5,500.00 |
| 015-000-373-647 | Fuel Sold | | $ 135,000.00 |
| 015-505-420-105 | Airport Salaries | $ 24,500.00 | |
| 015-505-480-133 | Hospital Insurance | $ 4,000.00 | |
| 015-505-525-232 | 100LL AV Gas Purchases | $ 100,000.00 | |
| 015-505-525-233 | Jet A Fuel Purchases | | $ 25,000.00 |
| 015-505-625-380 | Airport Utilities | $ 6,000.00 | |
| 015-505-620-370 | Airport Insurance | $ 11,000.00 | |
| 015-505-720-801 | Airport Capital Outlay - Imrovements | $ 55,000.00 | |
| 015-505-720-805 | Capital Outlay - Grant Match | | $ 30,000.00 |
| 015-505-990-990 | Ending Fund Balance | | $ 5,000.00 |
| | | $ 200,500.00 | $ 200,500.00 |
| 022-000-395-925 | Sanitation - Sale of Equipment / Scrap | | $ 27,500.00 |
| 022-322-440-114 | Sanitation - Labor | | $ 50,000.00 |
| 022-322-535-233 | Uniforms | $ 700.00 | |
| 022-341-555-250 | Sanitation Landscape Supplies/tools | $ 7,000.00 | |
| 022-341-630-360 | Shop Repairs / Maint | | $ 2,000.00 |
| 022-341-820-874 | Principal - Sanitation F250s | $ 27,500.00 | |
| 022-341-440-114 | Landscape - Labor | $ 30,000.00 | |
| 022-341-480-133 | Health Insurance | $ 10,000.00 | |
| 022-324-551-239 | MDEQ Recycle Containers | $ 4,300.00 | |
| | | $ 79,500.00 | $ 79,500.00 |

**28. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.**

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve the Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi to issue electric system revenue bonds of the Municipality, issue an electric system revenue bond of the Municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development Bank, all in the maximum principal amount of twelve million dollars ($12,000,000), in one or more series, to raise funds for the purpose of improving, repairing, and extending the existing electric system of the Municipality; directing publication of notice of such intention; and related purposes.

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: Nay |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

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

1. The existing electric system of the Municipality is operated and accounted for as a separate enterprise known as the electric system of the Municipality (the "Electric System").

2. It is necessary, advisable, and in the best interest of the Municipality and its citizens to finance improving, repairing, and extending the electric system (the "Authorized Purpose"), for which purpose there are no other available funds on hand.

3. The Governing Body has employed Atwell & Gent, P.A., Starkville, Mississippi, a competent engineering firm, to study the Electric System, to determine the nature and extent of the necessary improvements, repairs, and extensions to the Electric System (the "Electric System Project"), and make an estimate of the cost thereof.

4. Said engineers have determined the nature and extent of the Electric System Project and have made an estimate of the cost thereof. Based on that information, the estimated cost of the Electric System Project is the aggregate amount of Twelve Million Dollars ($12,000,000).

5. The Electric System Project is economically feasible, and would be in the public interest and of benefit to the Municipality, and the findings of said engineers are hereby adopted, including the estimate of the costs of the Electric System Project.

6. Under the provisions of Section 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Utilities Act"), the Municipality is authorized to undertake activities for the Authorized Purpose and the Electric System Project, and to provide for the payment of the costs thereof, or any portion of such costs, by and through the issuance of electric system revenue bonds (the "Electric System Revenue Bonds"), of which the principal of and interest on shall be payable from the revenues of the Electric System, as authorized by the Municipal Utilities Act.

7. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Utilities Act, and other applicable laws of the State of Mississippi (the"State"), the Municipality is authorized to undertake activities for the Authorized Purpose and the Electric System Project, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing an electric system revenue bond of the Municipality (the

"Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") or entering into a loan agreement and obtaining a loan from the Bank (the "Loan"), of which the principal of and interest on shall be payable from the revenues of the Electric System, as authorized by the Municipal Utilities Act.

8. The amount of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, shall not exceed the maximum principal amount of Twelve Million Dollars (\$12,000,000), in one or more series.

9. The Municipality reasonably expects that it will incur expenditures for the Electric System Project for which the Municipality will advance internal funds prior to the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Electric System Project made in anticipation of the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan.

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

SECTION 1. This resolution is adopted pursuant to the Municipal Utilities Act, the Bank Act, and other applicable laws of the State.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Electric System Revenue Bonds pursuant to the Municipal Utilities Act, to issue and sell the Qualified Obligation pursuant to the Municipal Utilities Act and the Bank Act, or enter into the Loan with the Bank pursuant to the Municipal Utilities Act and the Bank Act, all in the maximum principal amount of Twelve Million Dollars (\$12,000,000), for the Authorized Purpose and the Electric System Project.

SECTION 3. The Electric System Revenue Bonds, the Qualified Obligation, or the Loan may be issued in one or more series, and, if issued, shall be payable from the revenues of the Electric System.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose and the Electric System Project prior to the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, with the proceeds of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Electric System Revenue Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, November 6, 2018, at 5:30 o'clock p.m., which date so fixed will be more than ten (10) days after the third (3rd) date of publication of this resolution, as directed by Section 6 hereof. Pursuant to the Municipal Utilities Act and the Bank Act, if a petition signed by not less than twenty percent (20%) of the qualified electors of the Municipality be filed objecting to and protesting the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Electric

System Revenue Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, and may be sold under the regular procedure for issuing and selling the Electric System Revenue Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News,* a newspaper having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The third ($3^{rd}$) such publication shall be more than ten (10) days prior to the date specified in Section 5 hereof.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 18th day of September, 2018.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin

Lesa Hardin, City Clerk /CFO

Publication Instructions:
*The Starkville Daily News*
October 9, 2018; October 16, 2018; and October 23, 2018

CITY OF STARKVILLE (seal) STATE OF MISSISSIPPI

**29. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF ELECTRIC SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.**

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and approving the engagement of certain professionals to assist with issuance of electric system revenue bonds of the City of Starkville, Mississippi, in the maximum principal amount of twelve million dollars ($12,000,000) to raise funds for the necessary purpose of improving, repairing, and extending the existing electric system of said Municipality; and for related purposes.
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: Nay |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

passed.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF ELECTRIC SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.

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

1. The electric system of the Municipality is operated and accounted for as a separate enterprise known as the "electric system" of the Municipality (the "Electric System").

2. It is necessary, advisable, and in the best interest of the Municipality and its inhabitants to issue electric system revenue bonds of the Municipality in the maximum principal amount of Twelve Million Dollars ($12,000,000) (the "Electric System Revenue Bonds") for the purpose of improving, repairing, and extending the Electric System (the "Electric System Authorized Purpose").

3. The Municipality desires to go forward with preparation for the issuance of the Electric System Revenue Bonds, and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Electric System Revenue Bonds.

NOW, THEREFORE, be it resolved by the Governing Body, acting for and on behalf of the Municipality, as follows:

SECTION 1. The Municipality and the professionals herein engaged are hereby authorized to proceed with the preparation for the issuance of the Electric System Revenue Bonds in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. The Municipality hereby authorizes and approves the engagement of Government Consultants, Inc., Madison, Mississippi, to serve as Municipal Advisor in connection with the issuance of the Electric System Revenue Bonds. The Mayor and/or the City Clerk are hereby authorized, acting for and on behalf of the Municipality, to execute the Independent Registered Municipal Advisor Representation letters, attached hereto as **Attachment A**.

SECTION 3. The Municipality hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel in connection with the issuance of the Bonds, by execution of the letters of engagement attached hereto as **Attachment B.**

SECTION 4. The Municipality hereby affirms the engagement of Christopher J. Latimer, of the law firm of Mitchell, McNutt & Sams, P.A., to serve as Counsel to the Municipality in connection with the issuance of the Electric System Revenue Bonds.

SECTION 5. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Electric System Revenue Bonds.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 18th day of September, 2018.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

CITY OF STARKVILLE (seal) STATE OF MISSISSIPPI

## ATTACHMENT A

## IRMA REPRESENTATION LETTERS FOR MUNICIPAL ADVISOR

# GOVERNMENT CONSULTANTS, INC.

**Consulting & Municipal Advisory Firm**

GOVERNMENT CONSULTANTS

**116 Village Boulevard**
**Madison, Mississippi 39110**

**Telephone: (601) 982-0005**
**Facsimile: (601) 982-2448**
**Email: gcms@gc-ms.net**

September 18, 2018

Mayor and Board of Aldermen
City of Starkville, Mississippi
110 W Main Street
Starkville, MS 39759

Re: City of Starkville, Mississippi
Not to Exceed $12,000,000 City of Starkville, Mississippi Electric System Revenue Bonds, Series 2019; OR
Not to Exceed $12,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Starkville, Mississippi Electric System Revenue Project)
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing you to provide certain disclosures to you as representative of the City of Starkville, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer for the issuance of the above referenced Bonds.

**Disclosures Concerning our Role as Municipal Advisor**

(i) The Municipal Advisor has a fiduciary duty to the Issuer. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer. The underwriter, if any, has financial and other interests that differ from the Issuer, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer.

(ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer.

(iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.

(iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer.

(v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at http://www.msrb.org.

**Disclosure Concerning Conflicts of Interest and Other Information**

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer.

**Disclosure Concerning the Compensation**

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer and provide unbiased and independent advice as required by MSRB.

**Disclosure of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at http://www.sec.gov/edgar/searchedgar/companysearch.html.

**Disclosure Relating to Issuing Bonds**

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

Revenue bonds are a debt instrument secured by a pledge of incomes and revenues (fees, rates or rentals). The Issuer pledges to use the net revenues of the electric system for repayment of the bonds.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

**Disclosure Concerning the Term of Engagement**

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

**Acknowledgement**

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

**Sincerely,**

**Government Consultants, Inc.**

**BY:** Lynn Norris / [signature]
**Lynn Norris**

**RECEIPT ACKNOWLEDGEMENT**

**BY:** [signature] 9-19-18
**Signature** **Date**

**Lynn Spruill, Mayor, City of Starkville, Mississippi**
**Authorized Representative's Name**

## ATTACHMENT B

## LETTERS OF ENGAGEMENT FOR BOND COUNSEL

JONES WALKER

190 East Capitol Street, Suite 800 (39201)
P.O. Box 427
Jackson, Mississippi 39205-0427
601-949-4900
Fax 601-949-4804
www.joneswalker.com

Brad C. Davis
Direct Dial: 601-949-4623
Direct Fax: 601-709-8655
bdavis@joneswalker.com

September 18, 2018

**VIA EMAIL**

*clatimer@mitchellmcnutt.com*

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
1216 Van Buren
Oxford, Mississippi 38655

Attorney for the City of Starkville, Mississippi

Re: Letter of Engagement re: City of Starkville, Mississippi Electric System Revenue Bonds and Combined Water & Sewer System Revenue Bonds (the "Bonds")

Dear Chris:

This letter is to set forth the scope of our engagement and to specify the responsibilities which we assume as Bond Counsel for the City of Starkville, Mississippi (the "City"), in connection with the proposed issuance of the above-referenced Electric System Revenue Bonds and Combined Water & Sewer System Revenue Bonds (collectively known as the "Bonds").

In conjunction with you, we will undertake to draft the usual documents associated with the issuance of the Bonds. In addition, we will render our approving legal opinion with respect to the Bonds, which will be delivered to the City and the purchaser on the date of closing. This opinion will primarily address the validity and the proceedings under which they are issued and the exemption from state income taxation of the interest to be paid thereon. To the extent that it is determined that the Bonds may be issued as tax-exempt Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), documents pertaining to the issuance of the Bonds and such opinion will also address the treatment of interest on the Bonds under the Code. We will also draft the customary closing papers, although we do not assume responsibility for verifying the accuracy or completeness of facts certified by others, nor do we assume responsibility for examining legal questions on which other participating attorneys are asked to opine.

{JX337173.2}

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
September 18, 2018
Page 2

We estimate that the fee for our services as bond counsel in these matters, which we agree not to exceed without discussion with you, will not exceed $120,000.

The City will also be billed for reimbursement of our expenses incurred in connection with this matter, which expenses typically include telephone, travel, photocopy and delivery service charges. We estimate that such expenses will be not more than $5,000 for both projects, not including costs of validation, although we reserve the right to revise such estimate at any time prior to the actual closing and delivery of the Bonds as a result of circumstances not known on this date. As always, we will attempt to minimize any expenses incurred in connection with this issue and, at the time of submission of our final statement for services rendered and expenses incurred, will be glad to provide a detailed statement of any expenses reflected on our statement.

In connection with the services set forth above, the amount of our fee and our expense estimate set forth herein assumes that the information and documentation that is to be provided to us by the City will be provided upon request within a reasonable amount of time so as not to occasion otherwise unnecessary expenditures of time and effort on our part. Such fee and expenses related to the initial issuance of the Bonds, and the subsequent issuance of any authorized, but unissued Bonds shall be covered by subsequent arrangements.

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the City is involved. These matters may include, but are not limited to, proceedings before the various federal, state and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the City.

We have reviewed the relationship between our responsibilities as bond counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the proposed Bonds) and our representation of other clients in unrelated matters as described above, and we have concluded that the performance of our responsibilities as bond counsel will not be affected by our representation of other clients.

It is our understanding that the City consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Please confirm that the foregoing scope of engagement and fee arrangement is acceptable to the City by an entry in the minutes of the City, and give us a call if additional information is desired or if the matters discussed herein need further discussion.

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
September 18, 2018
Page 3

**JONES WALKER LLP**

By: BC C. Davis
**Brad C. Davis**

The undersigned, on behalf of the City of Starkville, Mississippi, has read, understands and agrees to the terms as outlined in the foregoing letter of engagement. The foregoing agreement concerning the engagement of Jones Walker LLP has been accepted and approved by the Board of Aldermen of the City of Starkville, Mississippi, entered on its minutes, and sealed.

This, the 18th day of September, 2018.

**City of Starkville, Mississippi**

**By:** D. Lynn Spruill

**Title:** Mayor - City of Starkville

**30. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS ($10,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.**

Alderman Miller, duly seconded by Alderman Sistrunk, offered a motion approving a Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue combined water and sewer system revenue bond of the Municipality, issue a combined water and sewer system revenue bond of the Municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development Bank, all in the maximum principal amount of ten million dollars ($10,000,000), in one or more series, to raise funds for the purpose of improving, repairing, and extending the existing combined water and sewer system of the Municipality; directing publication of notice of such intention; and related purposes.
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: Nay |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS ($10,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

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

1. The existing Combined Water and Sewer System of the Municipality is operated and accounted for as a separate enterprise known as the Combined Water and Sewer System of the Municipality (the "Combined Water and Sewer System").

2. It is necessary, advisable, and in the best interest of the Municipality and its citizens to finance improving, repairing, and extending the Combined Water and Sewer System (the "Authorized Purpose"), for which purpose there are no other available funds on hand.

3. The Governing Body has employed Volkert, Inc., Jackson, Mississippi, a competent engineering firm, to study the Combined Water and Sewer System, to determine the nature and extent of the necessary improvements, repairs, and extensions to the Combined Water and Sewer System (the "Combined Water and Sewer System Project"), and make an estimate of the cost thereof.

4. Said engineers have determined the nature and extent of the Combined Water and Sewer System Project and have made an estimate of the cost thereof. Based on that information, the estimated cost of the Combined Water and Sewer System Project is the aggregate amount of Ten Million Dollars ($10,000,000).

5. The Combined Water and Sewer System Project is economically feasible, and would be in the public interest and of benefit to the Municipality, and the findings of said engineers are hereby adopted, including the estimate of the costs of the Combined Water and Sewer System Project.

6. Under the provisions of Section 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Utilities Act"), the Municipality is authorized to undertake activities for the Authorized Purpose and the Combined Water and Sewer System Project, and to provide for the payment of the costs thereof, or any portion of such costs, by and through the issuance of Combined Water and Sewer System revenue bonds (the "Combined Water and Sewer System

Revenue Bonds"), of which the principal of and interest on shall be payable from the revenues of the Combined Water and Sewer System, as authorized by the Municipal Utilities Act.

7. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Utilities Act, and other applicable laws of the State of Mississippi (the"State"), the Municipality is authorized to undertake activities for the Authorized Purpose and the Combined Water and Sewer System Project, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing a Combined Water and Sewer System revenue bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") or entering into a loan agreement and obtaining a loan from the Bank (the "Loan"), of which the principal of and interest on shall be payable from the revenues of the Combined Water and Sewer System, as authorized by the Municipal Utilities Act.

8. The amount of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, shall not exceed the maximum principal amount of Ten Million Dollars ($10,000,000), in one or more series.

9. The Municipality reasonably expects that it will incur expenditures for the Combined Water and Sewer System Project for which the Municipality will advance internal funds prior to the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Combined Water and Sewer System Project made in anticipation of the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan.

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

SECTION 1. This resolution is adopted pursuant to the Municipal Utilities Act, the Bank Act, and other applicable laws of the State.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Combined Water and Sewer System Revenue Bonds pursuant to the Municipal Utilities Act, to issue and sell the Qualified Obligation pursuant to the Municipal Utilities Act and the Bank Act, or enter into the Loan with the Bank pursuant to the Municipal Utilities Act and the Bank Act, all in the maximum principal amount of Ten Million Dollars ($10,000,000), for the Authorized Purpose and the Combined Water and Sewer System Project.

SECTION 3. The Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan may be issued in one or more series, and, if issued, shall be payable from the revenues of the Combined Water and Sewer System.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose and the Combined Water and Sewer System Project prior to the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, with the proceeds of the Combined Water and Sewer

System Revenue Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, November 6, 2018, at 5:30 o'clock p.m., which date so fixed will be more than ten (10) days after the third ($3^{rd}$) date of publication of this resolution, as directed by Section 6 hereof. Pursuant to the Municipal Utilities Act and the Bank Act, if a petition signed by not less than twenty percent (20%) of the qualified electors of the Municipality be filed objecting to and protesting the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, and may be sold under the regular procedure for issuing and selling the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News,* a newspaper having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The third ($3^{rd}$) such publication shall be more than ten (10) days prior to the date specified in Section 5 hereof.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 18th day of September, 2018.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin

Lesa Hardin, City Clerk / CFO

CITY OF STARKVILLE STATE OF MISSISSIPPI

Publication Instructions:

*The Starkville Daily News*
October 9, 2018; October 16, 2018; and October 23, 2018

**31. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS ($10,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.**

Alderman Miller offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and approving the engagement of certain professionals to assist with the issuance of combined water and sewer system revenue bonds of the City of Starkville, Mississippi, in the maximum principal amount of ten million dollars ($10,000,000) to raise funds for the necessary purpose of improving, repairing, and extending the existing combined water and sewer system of said Municipality and for related purposes.

Alderman Sistrunk offered a second to 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: Nay |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS ($10,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.

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

1. The water and sewer system of the Municipality is operated and accounted for as a separate enterprise known as the "combined water and sewer system" of the Municipality (the "Combined Water and Sewer System").

2. It is necessary, advisable, and in the best interest of the Municipality and its inhabitants to issue combined water and sewer system revenue bonds of the Municipality in the maximum principal amount of Ten Million Dollars ($10,000,000) (the "Combined Water and Sewer System Revenue Bonds") for the purpose of improving, repairing, and extending the Combined Water and Sewer System of the Municipality (the "Combined Water and Sewer System Authorized Purpose").

3. The Municipality desires to go forward with preparation for the issuance of the Combined Water and Sewer System Revenue Bonds, and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Combined Water and Sewer System Revenue Bonds.

NOW, THEREFORE, be it resolved by the Governing Body, acting for and on behalf of the Municipality, as follows:

SECTION 1. The Municipality and the professionals herein engaged are hereby authorized to proceed with the preparation for the issuance of the Combined Water and Sewer System Revenue Bonds in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. The Municipality hereby authorizes and approves the engagement of Government Consultants, Inc., Madison, Mississippi, to serve as Municipal Advisor in connection with the issuance of the Combined Water and Sewer System Revenue Bonds. The Mayor and/or the City Clerk are hereby authorized, acting for and on behalf of the Municipality, to execute the Independent Registered Municipal Advisor Representation letters, attached hereto as **Attachment A**.

SECTION 3. The Municipality hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel in connection with the issuance of the Bonds, by execution of the letters of engagement attached hereto as **Attachment B.**

SECTION 4. The Municipality hereby affirms the engagement of Christopher J. Latimer, of the law firm of Mitchell, McNutt & Sams, P.A., to serve as Counsel to the Municipality in connection with the issuance of the Combined Water and Sewer System Revenue Bonds.

SECTION 5. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Combined Water and Sewer System Revenue Bonds.

SECTION 6. Following the reading of the foregoing resolution and discussion thereof, Alderman Patrick Miller moved and Alderman Sandra Sistrunk seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 18th day of September, 2018.

City of Starkville, Mississippi

Spruill

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin

Lesa Hardin, City Clerk

CITY OF STARKVILLE (SEAL) STATE OF MISSISSIPPI

# ATTACHMENT A

## IRMA REPRESENTATION LETTERS FOR MUNICIPAL ADVISOR

# GOVERNMENT CONSULTANTS, INC.

**Consulting & Municipal Advisory Firm**

GOVERNMENT CONSULTANTS

**116 Village Boulevard**
**Madison, Mississippi 39110**

**Telephone: (601) 982-0005**
**Facsimile: (601) 982-2448**
**Email: gcms@gc-ms.net**

September 18, 2018

Mayor and Board of Aldermen
City of Starkville, Mississippi
110 W Main Street
Starkville, MS 39759

Re: City of Starkville, Mississippi
Not to Exceed $10,000,000 City of Starkville, Mississippi Combined Water and Sewer System Revenue Bonds, Series 2019; OR
Not to Exceed $10,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Starkville, Mississippi Combined Water and Sewer System Revenue Project)
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing you to provide certain disclosures to you as representative of the City of Starkville, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer for the issuance of the above referenced Bonds.

**Disclosures Concerning our Role as Municipal Advisor**

(i) The Municipal Advisor has a fiduciary duty to the Issuer. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer. The underwriter, if any, has financial and other interests that differ from the Issuer, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer.

(ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer.

(iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.

(iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer.

(v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at http://www.msrb.org.

**Disclosure Concerning Conflicts of Interest and Other Information**

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer.

**Disclosure Concerning the Compensation**

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer and provide unbiased and independent advice as required by MSRB.

**Disclosure of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at http://www.sec.gov/edgar/searchedgar/companysearch.html.

**Disclosure Relating to Issuing Bonds**

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

Revenue bonds are a debt instrument secured by a pledge of incomes and revenues (fees, rates or rentals). The Issuer pledges to use the net revenues of the combined water and sewer system for repayment of the bonds.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

**Disclosure Concerning the Term of Engagement**

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

**Acknowledgement**

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

**Sincerely,**

**Government Consultants, Inc.**

**BY:** Lynn Norris / [signature]
**Lynn Norris**

**RECEIPT ACKNOWLEDGEMENT**

**BY:** [signature] 9-18-2018
**Signature** **Date**

**Lynn Spruill, Mayor, City of Starkville, Mississippi**
**Authorized Representative's Name**

# ATTACHMENT B

## LETTERS OF ENGAGEMENT FOR BOND COUNSEL

JONES WALKER

190 EAST CAPITOL STREET, SUITE 800 (39201)
P.O. BOX 427
JACKSON, MISSISSIPPI 39205-0427
601-949-4900
FAX 601-949-4804
www.joneswalker.com

Brad C. Davis
Direct Dial: 601-949-4623
Direct Fax: 601-709-8655
bdavis@joneswalker.com

September 18, 2018

**VIA EMAIL**

*clatimer@mitchellmcnutt.com*

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
1216 Van Buren
Oxford, Mississippi 38655

Attorney for the City of Starkville, Mississippi

Re: Letter of Engagement re: City of Starkville, Mississippi Electric System Revenue Bonds and Combined Water & Sewer System Revenue Bonds (the "Bonds")

Dear Chris:

This letter is to set forth the scope of our engagement and to specify the responsibilities which we assume as Bond Counsel for the City of Starkville, Mississippi (the "City"), in connection with the proposed issuance of the above-referenced Electric System Revenue Bonds and Combined Water & Sewer System Revenue Bonds (collectively known as the "Bonds").

In conjunction with you, we will undertake to draft the usual documents associated with the issuance of the Bonds. In addition, we will render our approving legal opinion with respect to the Bonds, which will be delivered to the City and the purchaser on the date of closing. This opinion will primarily address the validity and the proceedings under which they are issued and the exemption from state income taxation of the interest to be paid thereon. To the extent that it is determined that the Bonds may be issued as tax-exempt Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), documents pertaining to the issuance of the Bonds and such opinion will also address the treatment of interest on the Bonds under the Code. We will also draft the customary closing papers, although we do not assume responsibility for verifying the accuracy or completeness of facts certified by others, nor do we assume responsibility for examining legal questions on which other participating attorneys are asked to opine.

{JX337173.2}

We estimate that the fee for our services as bond counsel in these matters, which we agree not to exceed without discussion with you, will not exceed $120,000.

The City will also be billed for reimbursement of our expenses incurred in connection with this matter, which expenses typically include telephone, travel, photocopy and delivery service charges. We estimate that such expenses will be not more than $5,000 for both projects, not including costs of validation, although we reserve the right to revise such estimate at any time prior to the actual closing and delivery of the Bonds as a result of circumstances not known on this date. As always, we will attempt to minimize any expenses incurred in connection with this issue and, at the time of submission of our final statement for services rendered and expenses incurred, will be glad to provide a detailed statement of any expenses reflected on our statement.

In connection with the services set forth above, the amount of our fee and our expense estimate set forth herein assumes that the information and documentation that is to be provided to us by the City will be provided upon request within a reasonable amount of time so as not to occasion otherwise unnecessary expenditures of time and effort on our part. Such fee and expenses related to the initial issuance of the Bonds, and the subsequent issuance of any authorized, but unissued Bonds shall be covered by subsequent arrangements.

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the City is involved. These matters may include, but are not limited to, proceedings before the various federal, state and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the City.

We have reviewed the relationship between our responsibilities as bond counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the proposed Bonds) and our representation of other clients in unrelated matters as described above, and we have concluded that the performance of our responsibilities as bond counsel will not be affected by our representation of other clients.

It is our understanding that the City consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Please confirm that the foregoing scope of engagement and fee arrangement is acceptable to the City by an entry in the minutes of the City, and give us a call if additional information is desired or if the matters discussed herein need further discussion.

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
September 18, 2018
Page 3

**JONES WALKER LLP**

By: B C. Davis
**Brad C. Davis**

The undersigned, on behalf of the City of Starkville, Mississippi, has read, understands and agrees to the terms as outlined in the foregoing letter of engagement. The foregoing agreement concerning the engagement of Jones Walker LLP has been accepted and approved by the Board of Aldermen of the City of Starkville, Mississippi, entered on its minutes, and sealed.

This, the 18th day of September, 2018.

**City of Starkville, Mississippi**

By: D. Lynn Spruill

Title: Mayor

CITY OF STARKVILLE (seal) STATE OF MISSISSIPPI

**32. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2019 FROSTBITE HALF MARATHON AND 2019 SOUPER BOWL WITH IN-KIND SERVICES TO BE HELD ON SATURDAY, FEBRUARY 2, 2019.**

Item was removed.

**33. CONSIDERATION OF A SPECIAL EVENT REQUEST BY LINDA YOUNG TO HOLD THE LIVING LIFE IN PINK BREAST CANCER WALK ON OCTOBER 28, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.**

Alderman Miller offered a motion to approve a Special Event request by Linda Young to hold the Living Life in Pink Breast Cancer Walk on October 28, 2018 and have City participation with in-kind services, contingent upon insurance being provided within 20 days of the event. Alderman Sistrunk offered a second to 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: Nay |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

**34. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE STARKVILLE SUNDAY FUNDAY EVENT ON OCTOBER 28, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.**

Alderman Walker offered a motion to approve a Special Event request by the Starkville Area Arts Council to hold the Starkville Sunday Funday event on October 28, 2018 and have City participation with in-kind services. Alderman Miller offered a second to 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: Nay |
| Alderman Henry Vaughn, Sr. | Voted: Nay |

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

**35. CONSIDERATION OF PP 18-11: A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING AN 11.04-ACRE PARCEL INTO 51 LOTS LOCATED ON THE NORTH SIDE OF GARRARD ROAD +/- 660' WEST OF OLD WEST POINT ROAD IN A R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 117C-00-036.01.**

Todd Sandridge of Crosstown Builders discussed the proposed subdivision to be named "The Cottages of Starkville". He stated they plan to build a "porch / family friendly" neighborhood.

The proposed subdivision is located in an R-3A zoning district. The proposed subdivision is located on the north side of Garrard Road +/- 660' west of Old West Point Road. On March 15, 2018 the Board of Aldermen rezoned the property to R-3A from R-1. Three conditions were placed on the rezoning. Condition 1: No individual driveway curb cuts allowed on Garrard Road. Condition 2: Landscape Buffer, with dimensions stated in the City Ordinance, will be required along the northern property line. Condition 3: Six foot solid fence along northern property line adjacent to Southern Crossway property (Parcel #117-26-001.02).

Alderman Walker offered a motion to approve PP 18-11: Preliminary Plat for "The Cottages of Starkville" with conditions. Alderman Little offered a second to 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.

**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 R-3A zoning district 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. No individual driveway curb cuts allowed on Garrard Road.
11. Landscape buffer per City Ordinance along northern property line.
12. Six foot solid fence along northern property line adjacent to Southern Crossway property (Parcel #117-26-001.02).

**36. CONSIDERATION OF PP 18-13 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING A 5.1-ACRE PARCEL INTO 28 LOTS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BENT BROOK LANE AND YELLOW JACKET DRIVE IN AN R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 102H-00-043.00.**

Jason Pepper of Pepper Surveying and Mapping, LLC, on behalf of Magnolias at Bent Brook LLC, discussed the proposed subdivision to be named "Magnolias at Bent Brook". The proposed subdivision is located in an R-3A zoning district. The proposed subdivision is located at the southeast corner of the intersection of Bent Brook Lane and Yellow Jacket Drive. They are proposing to build single family homes.

Alderman Vaughn offered a motion to approve PP 18-13: Preliminary Plat for "The Magnolias at Bent Brook" with conditions. Alderman Miller offered a second to 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.

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 R-3A zone 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.

**37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 12, 2018 FOR FISCAL YEAR ENDING 9/30/18 ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.**

Upon the motion of Alderman Miller, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of September 12, 2018 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. 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: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

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

| | | |
|---|---|---|
| General Fund | 001 | $ 894,595.20 |
| Airport Fund | 015 | 33,585.95 |
| Restricted Airport | 016 | 11,593.91 |
| Sanitation | 022 | 90,802.84 |
| Landfill | 023 | 57.00 |
| Industrial Park Bond | 303 | 53,154.58 |
| Public Improvements Bond 2018 | 319 | 13,588.01 |
| Park and Rec, Tourism | 375 | 13,184.00 |
| Sub Total Before Utilities | | $ 1,110,561.49 |
| Utilities Dept. | SED | 1,195,836.43 |
| Total Claims | Total | $ 2,306,397.92 |

**38. REQUEST PERMISSION TO PURCHASE A SCBA COMPRESSOR SYSTEM FROM CENTRAL ALABAMA TRAINING SOLUTION TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF $9,950.00, THE LOWER OF QUOTE OPTIONS, AND TO DECLARE THE CURRENT SCOTT COMPRESSOR SURPLUS AND TRADE IN ON PURCHASE OF NEW SYSTEM.**

Chief Yarbrough requested this item removed.

**39. REQUEST AUTHORIZATION TO ADVERTISE FOR A COMMUNITY DEVELOPMENT DIRECTOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.**

This item was not taken up for discussion and will be placed on a future agenda.

**40. MOTION TO ADJOURN UNTIL OCTOBER 2, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, for the Board of Aldermen to adjourn the meeting until October 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.

Attest:

______________________________
D. LYNN SPRUILL, MAYOR

________________________
LESA HARDIN, CITY CLERK

(SEAL)