MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
November 6, 2018

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 6, 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 and Henry Vaughn, Sr. Alderman Roy A.' Perkins was absent. 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:

Mayor Spruill asked that Public Appearance A be removed in that Mr. Dennis Long no longer wished to make a public appearance.

Alderman Sistrunk asked to add item IX. E. to the agenda and to consent the item:

Consideration of the resolution urging Mississippi's Congressional Delegation to oppose the Federal Communications Commission's proposed rules regarding cable franchise fees and mixed-use networks.

Alderman Walker asked to move item X. A., Resolution to levy additional 1% Economic, Tourism and Convention Tax, to Public Appearance A and renumber the agenda.

Alderman Carver asked to add items X. D. and X. E. to consent. Both items are Resolutions pertaining to bonds.

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 November 6, 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, NOVEMBER 6, 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 OCTOBER 2, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 16, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

~~A. DENNIS LONG – RENTAL PROPERTY CONSTRUCTION IN STARKVILLE~~

A. DISCUSSION AND CONSIDERATION OF APPROVING A RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX FOR THE PURPOSE OF CONSTRUCTING, IMPROVING AND OPERATING THE CITY OF STARKVILLE, MISSISSIPPI'S PARKS AND RECREATION FACILITIES.

B. PRESENTATION BY DALHOFF-THOMAS ON THE INITIAL RENDERINGS FOR THE SPORTS TOURNAMENT FACILITY CONSTRUCTION AT CORNERSTONE PARK AND IMPROVEMENTS TO THE SPORTSPLEX SOCCER COMPLEX.

VIII. **PUBLIC HEARING**

A. PUBLIC HEARING AND CONSIDERATION OF RZ 18-08 A REQUEST TO REZONE ALL OF A 19.63 ACRES PARCEL LOCATED ON THE WEST SIDE OF SOUTH MONTGOMERY STREET +/- 330FT SOUTH OF THE LYNN LANE INTERSECTION FROM R-1/C-2 TO R-3A AND A PORTION OF 1 PARCEL LOCATED ON SOUTH SIDE OF LYNN LANE +/- 960FT WEST OF THE INTERSECTION WITH SOUTH MONTGOMERY STREET FROM C-2 TO R-3A WITH THE PARCEL NUMBERS 102I-00-005.00, 102I-00-006.00 AND 102I-00-002.00.

IX. **MAYOR'S BUSINESS**

A. CONSIDERATION OF THE APPROVAL OF A RESOLUTION REQUESTING A $1,000,000 BOND APPROPRIATION BY THE 2019 LEGISLATURE TO ASSIST IN CONSTRUCTING THE CITY OF STARKVILLE, MISSISSIPPI'S CORNERSTONE PARK SPORTS TOURNAMENT FACILITY .

B. CONSIDERATION OF ADVERTISING FOR THE UPCOMING VACANCY ON THE GOLDEN TRIANGLE REGIONAL SOLID WASTE FACILITY BOARD.

C. CONSIDERATION OF STATEWIDE MUTUAL AID COMPACT AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS FOR RECIPROCAL EMERGENCY AID AND ASSISTANCE IN CASE OF EMERGENCIES PURSUANT TO SECTION 33-15-19(A) OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

D. CONSIDERATION TO PURCHASE A NISSAN KICKS AT A STATE CONTRACT COST OF $16,310.00 TO REPLACE THE PRIUS WITH CITY CLERK TO ADVERTISE FOR LEASE FINANCING.

E. CONSIDERATION OF THE RESOLUTION URGING MISSISSIPPI'S CONGRESSIONAL DELEGATION TO OPPOSE THE FEDERAL COMMUNICATIONS COMMISSION'S PROPOSED RULES REGARDING CABLE FRANCHISE FEES AND MIXED-USE NETWORKS

X. **BOARD BUSINESS**

A. CONSIDERATION OF APPOINTING MS. JAMEY BACHMAN TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE TO FILL A VACANT SLOT, WHICH EXPIRED ON SEPTEMBER 30, 2018. THIS WILL BE A THREE-YEAR TERM WHICH WILL EXPIRE DECEMBER 31, 2021.

B. CONSIDERATION OF THE WARRANTY DEED FACILITATING DEDICATION AND ACCEPTANCE OF THE REMAINING PRIVATE PORTION OF CEDAR CREEK LANE AS A PUBLIC ROAD TO THE CITY OF STARKVILLE MISSISSIPPI.

C. CONSIDERATION OF THE RENEWAL OF A THREE YEAR SIREN MAINTENANCE AGREEMENT WITH PRECISION COMMUNICATIONS, INC.

D. CONSIDERATION OF A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE ELECTRIC SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.

E. RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS ($10,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING

THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2018 CHRISTMAS PARADE TO BE HELD NOVEMBER 26 WITH IN-KIND SERVICES.

C. COURTS
THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING
THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2018 FOR FISCAL YEAR ENDING 9/30/19, 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. CONSIDERATION TO ACCEPT THE BEST BID RECEIVED FROM JAN PRO AT THREE (3) DAYS PER WEEK FOR CITY HALL AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.

3. CONSIDERATION TO NAME CADENCE BANK AS THE MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE AS OUTLINED IN SECTIONS 27-105-353; AND 27-105-363 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED.

4. CONSIDERATION TO ACCEPT THE BEST BID WITH U S BANCORP GOVERNMENT LEASING IN THE AMOUNT OF $1,462,910 OVER TWELVE YEARS AT 3.48% INTEREST FOR THE LEASE PURCHASE OF A 2019 E-ONE 100’ PLATFORM FIRE TRUCK TO BE USED BY THE CITY OF STARKVILLE FIRE DEPARTMENT WITH THE FIRST PAYMENT TO BE OCTOBER OF 2019.

F. FIRE DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. CONSIDERATION OF POLICE PROMOTIONS.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE STARKVILLE STREET DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE SIDNEY JONES AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE MARCUS BROOKS AS A EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO ADVERTISE FOR AN EQUIPMENT OPERATOR IN THE STARKVILLE STREET DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE JUSTIN BUTLER AS A CERTIFIED POLICE OFFICER FOR THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST CONSENT TO ACCEPT SERVICE MASTER RESTORATION BY ONE CALL, THE SOLE BIDDER, FOR THE PARKS AND RECREATION JANITORIAL SERVICES CONTRACT.

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 PROCEED WITH AWARDING THE LOWEST AND BEST QUOTE FOR THE NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT RENEWAL SAMPLING TO WAYPOINT ANALYTICAL IN THE AMOUNT OF $17,008.00.

2. REQUEST AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FOR THE PLEASANT ACRES SEWER MAIN PIPE TO G & C SUPPLY CO., INC. FOR THE AMOUNT OF $42,086.38.

3. REQUEST AUTHORIZATION TO PROCEED WITH PURCHASING OF A NEW COLOR PRINTER/COPIER/SCANNER IN THE AMOUNT OF $6,497.07 IN ACCORDANCE WITH THE LOWEST AND BEST QUOTE FROM MAGNOLIA BUSINESS SYSTEMS.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR THE JANUARY 1, 2019 THROUGH JUNE 30, 2019 PERIOD.

5. REQUEST AUTHORIZATION TO PROCEED WITH AN EMERGENCY PUMP REPAIR FOR THE ACADEMY WELL (WELL NO. 06) FOR REPAIRING THE PUMP BOWLS AS DESCRIBED IN THE PARK & PARKS QUOTE ATTACHED HEREIN, FOR THE AMOUNT OF $9,294.00. EMERGENCY REQUESTED PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT DELAY TO GIVE COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

6. REQUEST AUTHORIZATION TO PROCEED WITH AWARDING THE CONTRACT FOR THE CONSTRUCTION OF SOUTHWEST STARKVILLE SUBSTATION SITE WORK TO SITE MASTERS CONSTRUCTION, INC. IN THE AMOUNT OF $1,163,289.58.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 20, 2018 @ 5:30 P.M. IN THE COURTROOM 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 – 29:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 2, 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 November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 2, 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 OCTOBER 16, 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 November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 16, 2018 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 APPROVAL OF A RESOLUTION REQUESTING A $1,000,000 BOND APPROPRIATION BY THE 2019 LEGISLATURE TO ASSIST IN CONSTRUCTING THE CITY OF STARKVILLE, MISSISSIPPI’S CORNERSTONE PARK SPORTS TOURNAMENT FACILITY .

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi seeking appropriation in the amount of $1,000,000 from the Mississippi Legislature for construction of the Cornerstone Park Sports Complex" is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI SEEKING APPROPRIATION FROM THE MISSISSIPPI LEGISLATURE FOR CONSTRUCTION OF THE CORNERSTONE PARK SPORTS COMPLEX

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

1. The City is recognized as a destination for tourism and sporting activities throughout Mississippi. The City has long been instrumental in working to enhance opportunities for local participation in sports and athletic events independently and in conjunction with those presented by Mississippi State University

2. The City's current park and sports facilities have been and are extensively used by citizens of the city, county and surrounding communities and are currently in need of upgrades, improvements, and increased capacity. Since Starkville is known as the home of Cool Papa Bell and T-Ball, it is the City's objective to provide those sports legacies a fitting venue.

3. The City has provided over $900,000 annually to the park system through the City's general funding structure to support operations and maintenance. Additional funding has been provided through the 2% food and beverage tax that is dedicated solely for capital improvements.

4. The City seeks an additional $1,000,000 from the Mississippi Legislature to build new facilities that will increase capacity and offer greater opportunities to our youth and families throughout the year.

5. The Oktibbeha County Economic Development Authority recognizes the economic impact of sports tourism in the region, and thus supports the expansion and improvements proposed by the City through the grant of property at Cornerstone Park for the construction and development of new park facilities and consideration of annual funding support.

6. The Oktibbeha County Board of Supervisors supports the bond request as a way to increase recreational and tournament sports opportunities for city and county residents and economic development anticipated from the growth of the sports tournament industry and youth sports activities.

7. The Visitors and Convention Council supports the bond request as a way to provide additional activities to recognize and affirm the City of Starkville, and the surrounding area, as a destination for sporting events and athletic activities across the State of Mississippi and the South.

8. The Greater Starkville Development Partnership supports the bond request as a way to provide notice and acclaim to the businesses in the City with the goal of increasing business and marketing opportunities.

9. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City seeks One Million Dollars ($1,000,000.00) in appropriations by the Mississippi Legislature from the omnibus bond bill, or any allowable funding source, for the sole purpose of constructing the sports facility at Cornerstone Park for the use of the residents, families, visitors and athletes of the City of Starkville and the surrounding communities and the State of Mississippi.

The motion having received the affirmative vote by a majority of the members present, the Mayor declared the motion carried this day of 6th of November, 2018.

5. CONSIDERATION OF ADVERTISING FOR THE UPCOMING VACANCY ON THE GOLDEN TRIANGLE REGIONAL SOLID WASTE FACILITY BOARD.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval of advertising for the upcoming position on the Golden Triangle Regional Solid Waste Authority Board for a vacancy to expire December 31, 2018" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF A STATEWIDE MUTUAL AID COMPACT AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS FOR RECIPROCAL EMERGENCY AID AND ASSISTANCE IN CASE OF EMERGENCIES PURSUANT TO SECTION 33-15-19(A) OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a Statewide Mutual Aid Compact (SMAC) among the State of Mississippi, Mississippi Emergency Management Agency, each County and Municipality, and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies pursuant to Section 33-15-19(A) of the Mississippi Code of 1972, as amended" is enumerated, this consent item is thereby approved.

The State of Mississippi
STATEWIDE MUTUAL AID COMPACT (SMAC)

Revised January 2018

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19(a) of the Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11(c)(2) & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

A. **"AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.

B. **"REQUESTING PARTY"** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.

C. **"ASSISTING PARTY"** means the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.

D. **"AUTHORIZED REPRESENTATIVE"** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

E. **"AGENCY"** means The Mississippi Emergency Management Agency.

F. **"EMERGENCY"** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

G. "DISASTER" means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

H. "MAJOR DISASTER" means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

I. "PARTICIPATING GOVERNMENT" means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes this mutual aid agreement and supply a completed executed copy to MEMA.

J. "PERIOD OF ASSISTANCE" means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

K. "WORK OR WORK-RELATED PERIOD" means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered "on the job" for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 "Identification of Need" form (Form REQ-A, Appendix A) to the Assisting Party or to MEMA; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to MEMA, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county emergency management agencies, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county emergency management agency. Requests for assistance may be communicated either to MEMA or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.

B. **REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall MEMA be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. **REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:
   1. A general description of the damage sustained.
   2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
   3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
   4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
   5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
   6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix A as the form REQ-A, or by any other available means. MEMA may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

E. WRITTEN ACKNOWLEDGEMENT: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

F. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

G. FOOD, HOUSING, SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self- sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. **RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

I. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

C. **MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

D. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. **PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

F. **PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.

SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST: SECRETARY-TREASURER	MISSISSIPPI BAND OF CHOCTAW INDIANS
By: ______________________	By: ______________________ Tribal Chief
	APPROVED AS TO FORM: Attorney General
Date: ______________________	By: ______________________

ATTEST: CLERK OF THE BOARD OF MISSISSIPPI	BOARD OF SUPERVISORS OF ____________ MISSISSIPPI (county)
By: ______________________	By: ______________________ President
	APPROVED AS TO FORM: County Attorney
Date: ______________________	By: ______________________

ATTEST: CITY CLERK	CITY/TOWN OF MISSISSIPPI
By: ______________________	By: ______________________ Title:
	APPROVED AS TO FORM: City Attorney
Date: ______________________	By: ______________________

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: ______________________ Date: ______________________
Director

STATEWIDE MUTUAL AID COMPACT

Date: ______________________

Name of Government: ______________________

Mailing Address: ______________________

City: ______________________, MS Zip Code: ______________

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: ______________________

Title: ______________________

Day Phone: ______________________ Night Phone: ______________________

Fax No: ______________________ Pager No: ______________________

1st Alternate Representative

Name: ______________________

Title: ______________________

Day Phone: ______________________ Night Phone: ______________________

Fax No: ______________________ Pager No: ______________________

2nd Alternate Representative

Name: ______________________

Title: ______________________

Day Phone: ______________________ Night Phone: ______________________

Fax No: ______________________ Pager No: ______________________

Appendix A

Request for Assistance (REQ-A)

Mississippi Statewide Mutual Assistance Compact (SMAC)

MUTUAL AID REQUEST

Form REQ-A — January 2018

PART 1: TO BE COMPLETED BY THE REQUESTING CITY / COUNTY/ OR STATE

DATE:	TIME:	FROM THE CITY/ COUNTY/STATE OF:
TELEPHONE NO.	FAX NO:	CONTACT PERSON:
TO THE CITY/COUNTY/ STATE OF:		AUTHORIZED REPRESENTATIVE:

SITUATION REQUIRING ASSISTANCE:

SITUATION IS: [☐ Life threatening & requires immediate response [☐ not life threatening, but resource shortages are critical

TYPE ASSISTANCE/RESOURCES NEEDED (for more space use Part V & attach):

DATE & TIME RESOURCES NEEDED:	STAGING AREA:
APPROXIMATE DATE/TIME RESOURCES WILL BE RELEASED:	
AUTHORIZED OFFICIAL'S NAME:	AGENCY: TITLE:
SIGNATURE:	REQUESTOR'S MISSION NUMBER:

PART 2: TO BE COMPLETED BY THE ASSISTING CITY / COUNTY / OR STATE

CONTACT PERSON:	TELEPHONE:	FAX:

TYPE ASSISTANCE AVAILABLE:
(for more space use Part V & attach)

DATE & TIME RESOURCES AVAILABLE:	APPROX. DAILY COSTS FOR LABOR EQUIPMENT & MATERIALS: $
ESTIMATED TRANSPORTATION COSTS FROM HOME BASE: $	ESTIMATED TRANSPORTATION COSTS TO RETURN HOME BASE: $

LOGISTICAL SUPPORT REQUIRED FROM REQUESTING CITY / COUNTY / OR STATE:

AUTHORIZED OFFICIAL'S NAME:		TITLE:
SIGNATURE:		AGENCY:
DATE:	TIME:	MISSION NO:

PART 3: REQUESTING PARTY'S APPROVAL

AUTHORIZED OFFICIAL'S NAME:

SIGNATURE:

TITLE:

AGENCY:

DATE: TIME:

APPENDIX B

REIMBURSEMENT

FORM R-2

In-State Reimbursement Form
(SMAC, Mission Assignment)

Please complete all fields in gray. Fields in green are automatically calculated.

Event:		Date	
Prepared By / Phone # - E-mail			
From City/County/State Department of:		Submitted To:	
Mission Assignment Number:		Resourse Request Number:	
Copies of Receipts and Payment Vouchers for Each Claim Are Attached:	☐ Yes ☐ No		

Personnel Costs

Regular Time	$
Overtime	$
Employer Share of Fringe Benefits	$
Total Personnel Costs	$ *0*

Travel Costs

Air Travel	$
Auto Rental/Gas/Mileage	$
Lodging	$
Government Vehicle Costs	$
Meals/Tips	$
Total Travel Costs	$ *0*
Equipment Costs	$
Contractual Costs	$
Commodities	$
Other Costs (Explain in Remarks Section)	$
GRAND TOTAL	$ *0*

Remarks:

Certified and Authorized by:		**Signature:**	
Title:		**Date:**	

The authorized official of the assisting party certifies that the totals for each category/claim are exact costs expended to perform the services requested. All additional supporting documentation not included will be maintained by the assisting party for a period of three (3) years following the above date of submission and may be obtained for audit purposes by notifying the assisting party authorized official.

7. CONSIDERATION TO PURCHASE A NISSAN KICKS AT A STATE CONTRACT COST OF $16,310.00 TO REPLACE THE PRIUS WITH CITY CLERK TO ADVERTISE FOR LEASE FINANCING.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the purchase of a Nissan Kicks, state contract number 8200042048, at a cost of $16,310 to be used by the City staff and for the City Clerk / CFO to obtain leasing quotes" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF A RESOLUTION URGING MISSISSIPPI'S CONGRESSIONAL DELEGATION TO OPPOSE THE FEDERAL COMMUNICATIONS COMMISSION'S PROPOSED RULES REGARDING CABLE FRANCHISE FEES AND MIXED-USE NETWORKS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution urging Mississippi's Congressional Delegation to oppose the Federal Communications Commission's proposed rules regarding cable franchise fees and mixed-use networks" is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, URGING MISSISSIPPI'S CONGRESSIONAL DELEGATION TO OPPOSE THE FEDERAL COMMUNICATIONS COMMISSION'S PROPOSED RULES REGARDING CABLE FRANCHISE FEES AND MIXED-USE NETWORKS

WHEREAS, the Federal Communication Commission ("FCC") has recently released a Second Further Notice of Proposed Rulemaking ("FNPRM") proposing new rules that, if adopted, likely will have a significant impact on cable franchise fees, PEG channels and other common cable-related obligations in cable franchise agreements;

WHEREAS, the FNPRM would also preempt local regulations of non-cable services provided by certain incumbent cable operators, potentially creating disparities between cable operators and non-cable operators in the applicability of these regulations;

WHEREAS, the FNPRM proposes new rules that would allow all cable-related, in-kind contributions, other than PEG capital costs and build out requirements to be treated as "franchise fees" subject to the 5% franchise fee cap;

WHEREAS, the FNPRM also proposes new rules that would prohibit local franchising authorities ("LFAs") from regulating the non-cable services offered over cable systems, other than I-Nets, and prohibit LFAs from regulating the facilities and equipment used in the provision of these non-cable services; and

WHEREAS, as a result of the FNPRM and the impact to local governments in regulating cable franchise fees, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, urge Mississippi's congressional delegation to oppose the FCC's proposed rules on cable franchise fees and mixed-use networks.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Starkville, Mississippi that it strongly urges Mississippi's congressional delegation to oppose the FCC's proposed rules regarding cable franchise fees and mixed-use networks.

Following the reading of the foregoing resolution, Alderman David Little moved for the adoption of the resolution, duly seconded by Alderman Patrick Miller. The Mayor put the question to a vote, and the members voted unanimously to adopt the Resolution.

The motion having received the unanimous affirmative vote of the Board of Aldermen of the City of Starkville, Mississippi, the Mayor declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

APPROVED: ________________________________

Mayor D. Lynn Spruill

ATTEST:

______________________________ **[SEAL]**

Lesa Hardin, City Clerk

9. CONSIDERATION OF APPOINTING MS. JAMEY BACHMAN TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE TO FILL A VACANT SLOT, WHICH EXPIRED ON SEPTEMBER 30, 2018. THIS WILL BE A THREE-YEAR TERM WHICH WILL EXPIRE DECEMBER 31, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of appointing Ms. Jamey Bachman to the Oktibbeha County Heritage Museum Committee to fill a vacant slot, which expired on September 30, 2018, to a three-year term which will expire December 31, 2021” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF THE WARRANTY DEED FACILITATING DEDICATION AND ACCEPTANCE OF THE REMAINING PRIVATE PORTION OF CEDAR CREEK LANE AS A PUBLIC ROAD TO THE CITY OF STARKVILLE MISSISSIPPI.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Warranty Deed facilitating dedication and acceptance of the remaining private portion of Cedar Creek Lane as a public road to the City of Starkville Mississippi” is enumerated, this consent item is thereby approved.

Book 2018 Page 21129
Deed
11/09/2018 02:05:32 PM
Oktibbeha County, MS
Sharon Livingston, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

For and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration of improvements to be made to the property of the Grantors, as the result of the construction and/or improvements of a road known as Cedar Creek Lane, which extends across or contiguous to our land, we the undersigned Grantors, ELIZABETH STACY WEAVER, TROY ALAN WEAVER, BRENT D. WALTON, WENDY C. WALTON, JOHN A. SMITH, LAURA M. SMITH, ROBEN W. DAWKINS, MATTHEW C. THORNTON, SHANNON H. THORNTON, and CYNTHIA P. DOROSH, do hereby convey, release, and warrant to the CITY OF STARKVILLE, MISSISIPPI, Grantee, the following described property, to wit:

> COMMENCING AT THE INTERSECTION OF CENTERLINE OF REED ROAD WITH THE CENTERLINE OF CEDAR CREEK LANE IN THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 14 EAST OKTIBBEHA COUNTY, MISSISSIPPI AND RUN THENCE EAST FOR A DISTANCE OF 910.85 FEET; THENCE SOUTH FOR A DISTANCE OF 2430.34 FEET TO THE CENTERLINE OF CEDAR CREEK LANE, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED RIGHT-OF-WAY. SAID RIGHT-OF-WAY BEING 25.00 FEET TO THE RIGHT AND 25.00 FEET TO THE LEFT OF THE FOLLOWING DESCRIBED LINE: THENCE SOUTH 85 DEGREES 30 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 374.23 FEET TO A POINT LOCATED AT THE CENTER OF A 50.00 RADIUS CUL-DE-SAC; THENCE AROUND SAID CUL-DE-SAC A DISTANCE OF 261.80 FEET. SAID PARCEL BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI.

Said property is visually depicted in the survey attached and incorporated as Exhibit "A" as if fully set forth herein.

Grantors further release the City of Starkville, Mississippi from any claim, loss, or damage by reason of drainage, change in grade, construction and maintenance of said roadway.

Grantors understand that they are entitled to compensation for this conveyance by law and have donated the property hereby conveyed without money compensation in consideration of the benefits to the Grantors from the Grantee's ownership and maintenance of the road.

The above described property is conveyed subject to all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS OUR SIGNATURES this the 21st day of September, 2018.

BRENT D. WALTON

WENDY C. WALTON

JOHN A. SMITH

LAURA M. SMITH

MATTHEW C. THORNTON

SHANNON H. THORNTON

ELIZABETH STACY WEAVER

TROY ALAN WEAVER

ROBEN W. DAWKINS

CYNTHIA P. DOROSH

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Grantors' Addresses:

Brent D. Walton
Wendy C. Walton
1406 Cedar Creek Lane
Starkville, MS 39579
(662) 324-9756

Elizabeth Stacy Weaver
Troy Alan Weaver
1394 Cedar Creek Lane
Starkville, MS 39759
(662) ____________

John A. Smith
Laura M. Smith
1405 Cedar Creek Lane
Starkville, MS 39759
(662) 341-0927

Roben W. Dawkins
1398 Cedar Creek Lane
Starkville, MS 39759
(662) 418-1111

Matthew C. Thornton
Shannon H. Thornton
1407 Cedar Creek Lane
Starkville, MS 39759
(662) 312-8132; 312-2526

Cynthia P. Dorosh
1400 Cedar Creek Lane
Starkville, MS 39759
(662) 241-5518

Grantee's Address:

City of Starkville, MS
110 West Main Street
Starkville, MS 39759
(662) 324-4012

STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named MATTHEW C. THORNTON, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 115585
VICKIE M. HAMPTON
Commission Expires
March 10, 2020
WINSTON COUNTY

V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

Book 2018 Page 21133
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11/09/2018 02:05:32 PM

STATE OF Mississippi

COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named SHANNON H. THORNTON, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

Book 2018 Page 21134
Deed
11/09/2018 02:05:32 PM

STATE OF Mississippi

COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named JOHN A. SMITH, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

1072053_1

STATE OF Mississippi

COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named LAURA M. SMITH, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named BRENT D. WALTON, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

V. Hampton
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

STATE OF Mississippi

COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named WENDY C. WALTON, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

Book 2018 Page 21138
Deed
11/09/2018 02:05:32 PM

STATE OF Mississippi

COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named ELIZABETH STACY WEAVER, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

1072053_1

Book 2018 Page 21139
Deed
11/09/2018 02:05:32 PM

STATE OF Mississippi

COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named TROY ALAN WEAVER, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 115585
VICKIE M. HAMPTON
Commission Expires
March 10, 2020
WINSTON COUNTY

V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

Book 2018 Page 21140
Deed
11/09/2018 02:05:32 PM

STATE OF Mississippi

COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named ROBEN W. DAWKINS, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

Book 2018 Page 21141
Deed
11/09/2018 02:05:32 PM

STATE OF Mississippi

COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named CYNTHIA P. DOROSH, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

V. Hampton
NOTARY PUBLIC

My Commission Expires:

CHANCERY COURT OKTIBBEHA MISSISSIPPI

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

Oktibbeha County, MS
I certify this instrument was filed on 11/09/2018 02:05:32 PM
and recorded in the
Deed
Book 2018 Page 21129 - 21141
Sharon Livingston, Chancery Clerk

11. CONSIDERATION OF THE RENEWAL OF A THREE YEAR SIREN MAINTENANCE AGREEMENT WITH PRECISION COMMUNICATIONS, INC.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a three year siren renewal maintenance agreement with Precision Communication" is enumerated, this consent item is thereby approved.

PRECISION COMMUNICATIONS, INC.

Precision Communications, Inc.
P.O. Box 1685
Tupelo, MS 38802
(662) 844-3118
www.precisioncomm.com
precisioncommunicationsinc@gmail.com

ESTIMATE

Estimate No. 7788
Date

Bill To
STARKVILLE, CITY OF
110 WEST MAIN STREET
STARKVILLE, MS 39759

P.O. Number

Item Decription	Qty	Rate	Amount
3 YEAR OUTDOOR WARNING SIREN SYSTEM MAINTENANCE CONTRACT			
SERVICE CONTRACT TO PROVIDE LABOR AT SITE FOR ANNUAL INSPECTION, WHICH WILL INCLUDE INSPECTION OF SPEAKER CLUSTER, SIREN CABINET, AND AC SERVICE FOR ANY SIGNS OF DAMAGE OR LOOSE HARDWARE. LOAD TEST BATTERIES TO INSURE PROPER VOLTAGE, TEST BATTERY CHARGER FOR PROPER VOLTAGE OUTPUT. CHECK ALL CONDUIT FOR WATER TIGHT CONNECTION AND ENTRANCE INTO CABINET, CHECK INTEGRITY OF LIGHTNING PROTECTION AND ANY CORROSION OF CONNECTIONS, OBSERVE POLE FOR ANY SHIFTING OR LEANING, SIREN CABINET: INSPECT FOR ANY FOREIGN MATERIAL OR RODENT INTRUSIONS, CLEAN ALL DRAIN HOLES AND SCREENS, EXAMINE ALL WIRING HARNESSES AND TERMINATIONS, AND PROPER CONNECTIONS. INSPECT ANTENNAS, COAX, AND RADIO TRANSMIT AND RECEIVE.CHECK FOR PROPER GROUNDING, SPEAKER ARRAY, ANTENNA BRACKET, CABINET BRACKET AND POLE GROUNDING. REPAIR OR REPLACE ANY PARTS OF NORMAL WEAR AND TEAR NOT TO EXCEED $50.00.		0.00	
PRICE INCLUDES REPLACEMENT OF ALL BATTERIES THE FIRST YEAR.			
12 FEDERAL SIGNAL SIRENS: REPLACE 48 BATTERIES. 5 WHELEN R4 SIRENS: REPLACE 10 BATTERIES.			
TEST EACH SIREN, REPAIR AND REPLACE ANY DEFECTIVE COMPONENTS.			
CITY WILL BE BILLED FOR ANY PARTS OR REPAIR OF PARTS EXCEEDING $50.00.			
PRECISION WILL REPAIR SIRENS DURING THE LENGTH OF THE CONTRACT WHEN DISPATCHED. NO CHARGE FOR PARTS UNDER $50.00. NO CHARGE FOR DEFECTIVE BATTERIES DURING YEAR 2 AND YEAR 3.			
FIRST YEAR - 2018 (INCLUDES ALL NEW BATTERIES)	1	14,793.80	14,793.80
SECOND YEAR - 2019	1	9,338.60	9,338.60
THIRD YEAR - 2020	1	9,338.60	9,338.60

PRICES GOOD FOR 90 DAYS FROM ABOVE DATE

Subtotal

Discount

12. CONSIDERATION OF A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE ELECTRIC SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution authorizing the issuance by the City of Starkville, Mississippi, of electric system revenue bonds of the municipality or an electric system revenue bond of the municipality for sale to the Mississippi Development Bank, or authorizing entering into a loan agreement with and obtaining a loan from the Mississippi Development Bank, all in the maximum principal amount of twelve million dollars ($12,000,000), in one or more series, to provide funds for the purpose of improving, repairing, and extending the electric system of the municipality; and for related purposes" is enumerated, this consent item is thereby approved.

RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE ELECTRIC SYSTEM OF THE 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:

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").

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 purpose of improving, repairing, and extending the Electric System (the "Authorized Purpose"), including for the purpose of improving, repairing, and extending all or any portion of the properties, facilities, and assets of the Electric System (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 "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.

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 and the Bank Act.

Pursuant to the provisions of the Municipal Utilities Act, the Bank Act, and other applicable laws of the State, and by resolution adopted September 18, 2018, the Governing Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorized Purpose and the Electric System Project, and directed that said resolution be published three times 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, said notice having been published in said newspaper on October 9, 2018, October 16, 2018, and October 23, 2018, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

Said resolution was duly published once a week for at least three (3) consecutive weeks, the third (3rd) such publication on October 23, 2018, being more than ten (10) days prior to November 6, 2018, the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

On or prior to 5:30 pm on November 6, 2018, no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan has been filed, nor has any petition that an election be called on the question of the issuance of the Bonds or the Qualified Obligation or obtaining the Loan been filed.

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

SECTION 1. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum principal amount of Twelve Million Dollars ($12,000,000), in one or more series, for the Authorized Purpose and the Electric System Project.

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

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved and Alderman Patrick Miller 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: absent
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 6th day of November, 2018.

City of Starkville, Mississippi

____

Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

(seal)

ATTACHMENT A

PROOF OF PUBLICATION OF RESOLUTION OF INTENT

ELECTRIC SYSTEM REVENUE BONDS

The Starkville Daily News

October 9, 2018; October 16, 2018; and October 23, 2018

AFFP
Electric System

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Mary Rumore, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 09, 2018, October 16, 2018, October 23, 2018

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Mary Rumore

Classified Clerk

Subscribed to and sworn to me this 23rd day of October 2018.

Mary McMillen

Mary E. McMillen, , Oktibbeha County, Mississippi

My commission expires: December 28, 2021

00000288 00080170 601-949-4687

Attn: Melanie Parker
Jones Walker - Attorney (SDN)
P.O. Box 427
Jackson, MS 39205-0427

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 122510
MARY ELIZABETH McMILLEN
Commission Expires
Dec. 28, 2021
UNION COUNTY

13. CONSIDERATION OF A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS ($10,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution authorizing the issuance by the City of Starkville, Mississippi, of combined water and sewer system revenue bonds of the municipality or a combined water and sewer system revenue bond of the municipality for sale to the Mississippi Development Bank, or authorizing entering into a loan agreement with and obtaining a loan from the Mississippi Development Bank, all in the maximum principal amount of ten million dollars ($10,000,000), in one or more series, to provide funds for the purpose of improving, repairing, and extending the combined water and sewer system of the municipality; and for related purposes” is enumerated, this consent item is thereby approved.

RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS ($10,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE 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:

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").

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 purpose of improving, repairing, and extending the Combined Water and Sewer System (the "Authorized Purpose"), including for the purpose of improving, repairing, and extending all or any portion of the properties, facilities, and assets of the Combined Water and Sewer System (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 “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.

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 and the Bank Act.

Pursuant to the provisions of the Municipal Utilities Act, the Bank Act, and other applicable laws of the State, and by resolution adopted September 18, 2018, the Governing Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorized Purpose and the Combined Water and Sewer System Project, and directed that said resolution be published three times 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, said notice having been published in said newspaper on October 9, 2018, October 16, 2018, and October 23, 2018, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

Said resolution was duly published once a week for at least three (3) consecutive weeks, the third (3rd) such publication on October 23, 2018, being more than ten (10) days prior to November 6, 2018, the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

On or prior to 5:30 pm on November 6, 2018, no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan has been filed, nor has any petition that an election be called on the question of the issuance of the Bonds or the Qualified Obligation or obtaining the Loan been filed.

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

SECTION 2. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum principal amount of Ten Million Dollars ($10,000,000), in one or more series, for the Authorized Purpose and the Combined Water and Sewer System Project.

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

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved and Alderman Patrick Miller 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: absent
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 6th day of November, 2018.

City of Starkville, Mississippi

____
Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

(seal)

<u>ATTACHMENT A</u>

PROOF OF PUBLICATION OF RESOLUTION OF INTENT COMBINED WATER AND SEWER SYSTEM REVENUE BONDS

The Starkville Daily News

October 9, 2018; October 16, 2018; and October 23, 2018

AFFP

water and sewer system

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Mary Rumore, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 09, 2018, October 16, 2018, October 23, 2018

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Mary Rumore

Classified Clerk

Subscribed to and sworn to me this 23rd day of October 2018.

Mary McMillen

Mary E. McMillen, , Oktibbeha County, Mississippi

My commission expires: December 28, 2021

00000288 00080171 601-949-4687

Attn: Melanie Parker
Jones Walker - Attorney (SDN)
P.O. Box 427
Jackson, MS 39205-0427

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 122510
MARY ELIZABETH McMILLEN
Commission Expires
Dec. 28, 2021
UNION COUNTY

14. CONSIDERATION OF AND APPROVAL TO ACCEPT THE BEST BID RECEIVED FROM JAN PRO AT THREE (3) DAYS PER WEEK FOR CITY HALL AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to accept the best proposal received from Jan Pro Cleaning Systems at three (3) days per week for City Hall and authorize the City to sign an agreement with said company upon review of the Board Attorney. Jan-Pro Cleaning Systems' bid was the next lowest bid, at an increase of $519 more per month than the lowest bid. However, given the City's prior experience with the lowest bidder, and the expectation of improved services from Jan-Pro, the Jan-Pro bid was deemed to be the best bid pursuant to Miss. Code Ann. § 31-7-13(d)(i)" is enumerated, this consent item is thereby approved.

Company Name	City Hall Quote
Jan- Pro Cleaning Systems	$1,619.00 per month- 3 days a week- list of services provided- ***Bid documents are attached
Jani King	$2,484.00 per month- 2 days a week- list of services provided ***Bid documents are attached $3,508.00 per month- 3 days a week- list of services provided
TCC Facilities Management, INC.	$1,100.00 per month- 3 days a week-list of services provided

15. CONSIDERATION TO NAME CADENCE BANK AS THE MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE AS OUTLINED IN SECTIONS 27-105-353; AND 27-105-363 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to name Cadence Bank as the Municipal Depository for the City of Starkville" is enumerated, this consent item is thereby approved. Request for proposals was advertised in accordance with in MS Code sections 27-105-353; and 27-105-363.

16. CONSIDERATION TO ACCEPT THE BEST BID WITH U S BANCORP GOVERNMENT LEASING IN THE AMOUNT OF $1,462,910 OVER TWELVE YEARS AT 3.48% INTEREST FOR THE LEASE PURCHASE OF A 2019 E-ONE 100' PLATFORM FIRE TRUCK TO BE USED BY THE CITY OF STARKVILLE FIRE DEPARTMENT WITH THE FIRST PAYMENT TO BE OCTOBER OF 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a lease agreement with US Bancorp Governmental Leasing in the amount of $1,462.910.00 over twelve years at 3.48% interest for the lease purchase of a Fire Truck to be used by Starkville Fire Dept" is enumerated, this consent item is thereby approved.

Five quotes received:

	12 years	15 years
US Bancorp Leasing	3.48%	3.59%
Sunbelt Fire Apparatus	3.69%	3.84%
Trustmark Bank	3.79%	3.93%
Regions Bank	3.70%	3.77%
Sterling National Bank	3.58%	3.71%

17. CONSIDERATION OF POLICE PROMOTIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the promotion of Henry Stewart to the rank of Captain, promotions of William Durr, William Lott and Kenneth Watkins all to the rank of Lieutenant, promotions of Michael Lay, Brandon Lovelady, Kenley Reaves, Michael Rounds and Joshua Wilson all to the rank of Sergeant, and authorization to retain candidates from the promotion process held on October 9-10, 2018 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of one year" is enumerated, this consent item is thereby approved.

Effective Dates are as follows:

Name	Title	Salary	Effective Date
Henry Stewart	Captain	67,303.60 ($30.10)	1/4/2019
William Durr	Lieutenant	53,664.00 ($25.80)	11/9/2018
William Lott	Lieutenant	53,664.00 ($25.80)	11/9/2018
Kenneth Watkins	Lieutenant	53,664.00 ($25.80)	1/4/2019
Michael Lay	Sergeants	45,838.00 ($22.04)	11/9/2018
Brandon Lovelady	Sergeants	45,838.00 ($22.04)	11/9/2018
Kenley Reaves	Sergeants	45,838.00 ($22.04)	11/9/2018
Micheal Rounds	Sergeants	45,838.00 ($22.04)	1/4/2019
Joshua Wilson	Sergeants	45,838.00 ($22.04)	11/9/2018

18. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE STARKVILLE STREET DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a Maintenance Worker in the Starkville Street Department" is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO HIRE SIDNEY JONES AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Sidney Jones as a Certified Firefighter in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO HIRE MARCUS BROOKS AS AN EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Marcus Brooks as an Equipment Operator in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO ADVERTISE FOR AN EQUIPMENT OPERATOR IN THE STARKVILLE STREET DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for an Equipment Operator in the Starkville Street Department” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO HIRE JUSTIN BUTLER AS A CERTIFIED POLICE OFFICER FOR THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Justin Butler as a Certified Police Officer for the Starkville Police Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO ACCEPT SERVICE MASTER RESTORATION BY ONE CALL, THE SOLE BIDDER, FOR THE PARKS AND RECREATION JANITORIAL SERVICES CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept Service Master Restoration by One Call, the sole bidder, for the Parks and Recreation Janitorial Services Contract” is enumerated, this consent item is thereby approved.

COMPANY: Service Master Restoration by One Call

ADDRESS: 610 Yellow Jacket Dr. Starkville, MS. 39759

PHONE # (S): (662) 364-7508

FAX #: (601) 936-0288

E-MAIL ADDRESS: hholley@smlcall.com

CONTACT PERSON: Hamp Holley

WORKER'S COMPENSATION NUMBER: 0196-25474

INSURANCE CARRIER: Bridge Field Casualty

CITY OF STARKVILLE PRIVILEGE LICENSE # 1509

TOTAL QUOTE AMOUNT: $1,800 (monthly) 21,600 (yearly)

WEEKEND TOURNAMENT CLEANING AMOUNT: $325

AUTHORIZED SIGNATURE: Hamp Holley

SPECIFICATIONS FOR THE STARKVILLE PARKS

JANITORIAL SERVICES CONTRACT

1. Task Schedule – Starkville Parks
2. DAILY (6 days a week)
    1. Mckee Park Restrooms: Two sets of pavilion bathrooms and concession stand bathrooms
        1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
        2. Clean all glass and mirrors
        3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
        4. Empty and clean interior of sanitary container
        5. Sweep and damp mop hard surface floors
        6. Restock paper towel, toilet tissue and hand soap dispensers
    2. J.L. King Memorial Park: Splash pad (during season) and pavilion
        1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
        2. Clean all glass and mirrors
        3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
        4. Empty and clean interior of sanitary container
        5. Sweep and damp mop hard surface floors
        6. Restock paper towel, toilet tissue and hand soap dispensers
    3. Moncrief Park: Pool (during season), dog park, and pavilion
        1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
        2. Clean all glass and mirrors
        3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
        4. Empty and clean interior of sanitary container
        5. Sweep and damp mop hard surface floors
        6. Restock paper towel, toilet tissue and hand soap dispensers
        7. Empty dog waste bags in dog park
        8. Restock dog waste bags
    4. Starkville Sportsplex field: Baseball, softball and soccer during seasons
        1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
        2. Clean all glass and mirrors
        3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
        4. Empty and clean interior of sanitary container
        5. Sweep and damp mop hard surface floors
        6. Restock paper towel, toilet tissue and hand soap dispensers
    5. Needmore Bathrooms
        1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
        2. Clean all glass and mirrors
        3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
        4. Empty and clean interior of sanitary container
        5. Sweep and damp mop hard surface floors
        6. Restock paper towel, toilet tissue and hand soap dispensers
3. All cleaning equipment and cleaning supplies will be provided by the bidding company during the terms of the agreement.
4. All paper products (i.e. hand towels, toilet paper, hand soap and trash can liners) will be provided by the client during the terms of the agreement.
5. In addition to the listed daily and seasonal cleanings, the bidder is expected to be able to perform additional weekend cleanings every 2-3 hours during tournaments and events, as requested by

the Executive Director of Parks and Recreation or his/her designee. Please include the fee structure for these weekend cleanings for events in the bid.

6. The contract is a one year contract. The City reserves the right to extend the agreement through the third year.
7. A thirty (30) day notice is requested of either party if the agreement is to be severed before the contract period ends.

24. CONSIDERATION TO PROCEED WITH AWARDING THE LOWEST AND BEST QUOTE FOR THE NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT RENEWAL SAMPLING TO WAYPOINT ANALYTICAL IN THE AMOUNT OF $17,008.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to proceed with awarding the lowest and best quote for the NPDES Permit Renewal Sampling to Waypoint Analytical in the amount of $17,008.00" is enumerated, this consent item is thereby approved.

Quotes received:	Provider	Analytical Work	Bioassays	Transport x 24	Total
	Bonner	$ 9,582	$4,480	$ 340	$ 22,222
	Waypoint	$ 10,048	$4,800	$ 90	$17,008

25. REQUEST AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FOR THE PLEASANT ACRES SEWER MAIN PIPE TO G & C SUPPLY CO., INC. FOR THE AMOUNT OF $42,086.38.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to award lowest and best quote for the Pleasant Acres sewer main pipe to G & C Supply Co., Inc. for the amount of $42,086.38" is enumerated, this consent item is thereby approved.

Quotes received: G & C Supply Co., Inc - $ 42,086.38 and Coburn Supply Company – $ 42,611.70

26. CONSIDERATION TO PROCEED WITH PURCHASING OF A NEW COLOR PRINTER / COPIER /SCANNER IN THE AMOUNT OF $6,497.07 IN ACCORDANCE WITH THE LOWEST AND BEST QUOTE FROM MAGNOLIA BUSINESS SYSTEMS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to proceed with purchasing of a new color printer/copier/scanner in the amount of $6,497.07 in accordance with the lowest and best quote from Magnolia Business Systems" is enumerated, this consent item is thereby approved.

Quotes received: Magnolia - $6,497.07 and CopyPlus, Inc. - $6,999.08

27. CONSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR THE JANUARY 1, 2019 THROUGH JUNE 30, 2019 PERIOD.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for Source of Supply bids for the Electrical and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for the January 1, 2019 through June 30, 2019 period" is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF AN EMERGENCY PUMP REPAIR FOR THE ACADEMY WELL (WELL NO. 06) FOR REPAIRING THE PUMP BOWLS AS DESCRIBED IN THE PARK & PARKS QUOTE ATTACHED HEREIN, FOR THE AMOUNT OF $9,294.00. EMERGENCY REQUESTED PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT DELAY TO GIVE COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to proceed with an emergency pump repair for the Academy Well (Well No. 06) for repairing the pump bowls as described in the Park & Parks quote attached herein, for the amount of $9,294.00. Emergency requested per Mississippi Code Section 31-7-13(K) and that an emergency exists such that delay to give competitive bidding would be detrimental to the interest of the Governing Authority" is enumerated, this consent item is thereby approved.

PARKS & PARKS WATER WELL SERVICE INC.

109 OKOLONA CUT-OFF ROAD
HOUSTON, MISSISSIPPI 38851
PHONE: 662-456-2011 ***FAX:662-456-2284***
24 HOUR SERVICE

October 16, 2018

Starkville Utilites
403 D. L. Conner Drive
Starkville, MS 39759

Re: Motor repair

Attn: Sean Johnston

REPAIRS BY JESCO INC.
Extra repairs is repair on stator, weld up and machine labyrinth seal shoulder in bottom end bell, also weld up and machine shoulder on shaft that works in lower end bell labyrinth seal area. Weld up crack in lower end bell at bearing housing area and machine for bearing.

TOTAL $9,294.00

Parks & Parks Water Well Service Inc.

Tommy Washington
e-mail park2014@bellsouth.net
cell 662-456-6835
office 662-456-2011

29. CONSIDERATION OF AWARDING THE CONTRACT FOR THE CONSTRUCTION OF SOUTHWEST STARKVILLE SUBSTATION SITE WORK TO SITE MASTERS CONSTRUCTION, INC. IN THE AMOUNT OF $1,163,289.58.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the "approval to proceed with awarding the contract for the "Construction of Southwest Starkville Substation Site Work" to Site Masters Construction, Inc. in the amount of $1,163,289.58" is enumerated, this consent item is thereby approved.

CITY OF STARKILLE UTILITIES
STARKVILLE, MS

TABULATION OF BIDS

CONSTRUCTION OF SOUTHWEST STARKVILLE SUBSTATION SITE WORK
AG PROJECT #101E3114

BIDDER	CERTIFICATE OF RESPONSIBILITY	ADDENDA ACKNOWLEDGED	BID BOND	SUBMITTED BID AMOUNT	CORRECTED BID AMOUNT	NOTES
Site Masters Construction, Inc.	13723-MC	Yes	Old Republic Security Co., 5%	$1,163,233.56	$1,163,289.58	See Note #1
Weathers Construction, Inc.	08286-MC	Yes	Fidelity & Deposit Co. of Maryland, 5%	$1,173,321.19	$1,173,321.19	No corrections.
Cadamy Contracting, LLC	21264-MC	Yes	Western Surety Co., 5%	$1,185,534.00	$1,185,534.00	No corrections.
Phillips Contractors Co., Inc.	00229	Yes	Fidelity & Deposit Co. of Maryland, 5%	$1,665,948.00	$1,665,948.00	No corrections.
SB Construction, LLC	22435-MC	Yes	U.S. Specialty Insurance Co., 5%	$1,441,993.47	$1,675,993.50	See Note #2

NOTES:

1. Bidder made extension errors on Bid Items 31 10 00.01, 31 30 00.02, 31 30 00.03 and 32 10 00.01.
2. Bidder made an addition and extension error on Bid Item 31 10 00.01.

I hereby certify that this is a true and correct tabulation of the bids for Construction of Southwest Starkville Substation Site Work received by the City of Starkville on October 24, 2018.

Jeffrey Atwell

Jeffrey Atwell, P.E.

Atwell & Gent, P.A.
Electrical & Consulting Engineers

Atwell & Gent, P.A.
Electrical & Consulting Engineers

October 24, 2018

Mr. Terry Kemp, General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: Construction of Southwest Starkville Substation Site Work
Starkville, Mississippi

Terry,

Please find enclosed a certified tabulation of bids received for Construction of Southwest Starkville Substation Site Work received by Starkville Utilities on October 24, 2018. Site Masters Construction, Inc. provided the lowest <u>corrected</u> bid of five (5) bids received in the amount of **$1,163,289.58**. This bid price is well under our estimated construction cost of $1,380,190.00.

Please note that both Site Masters Construction, Inc. and SB Construction, LLC had errors in their bid calculations. Per paragraph 1.23A of Section 00 20 00 Instruction to Bidders, "*Discrepancies between the indicated sum of column of figures and the correct sum thereof will be resolved in favor of the correct sum*." As such, our Bid Tabulation includes both "As-Submitted" and "Corrected" Bid Amounts, along with explanations of the corrections made. Corrections made had no impact on the low bidder and have no material impact on the bid award. As such, <u>I recommend that Starkville Utilities award the contract for Construction of Southwest Starkville Substation Site Work to Site Masters Construction, Inc.</u>

I have also attached a copy of the "Notice of Award" for this Project. Should the Board choose to approve the Project, please have the proper person execute the Notice of Award and email me back a copy of the Notice of Award.

As soon as I receive the executed copies of the "Notice of Award", I will forward a copy of the "Notice of Award" along with the "Contracts for Construction" to the contractor for execution by his company.

In the meantime, feel free to contact me if you have any questions.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS
Jeffrey Atwell
Jeffrey Atwell, P.E.
President

Enclosures

cc: File P/N 101E3114

P.O. Box 2558 Starkville, Mississippi 39760-2558
309 University Drive Starkville, Mississippi 39759
662-324-5658 | 662-324-6073 Fax
www.atwellandgent.com

NOTICE OF AWARD

DATE: November 6, 2018 PROJECT NO.: 101E3114

TO: Site Masters Construction, Inc.
P.O. Box 27
Pheba, Mississippi 39755

PROJECT: Construction of Southwest Starkville
Substation Site Work
Starkville, Mississippi

You are notified that your Bid dated **October 24, 2018** for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for **Construction of Southwest Starkville Substation Site Work**. The Contract Price is **One Million One Hundred Sixty Three Thousand Two Hundred Eighty Nine Dollars and 58/100 Cents ($1,163,289.58)**.

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, November 6, 2018.

1. You must deliver to the ENGINEER three (3) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on page 00 50 20-2.
2. You must deliver with the executed Agreement the Performance and Payment Bonds specified in the Instruction to Bidders and the General Conditions (paragraph 11.4). These Bonds shall be in the form as required by Section 00600 of the Contract. The Contract Bonds must be in an initial amount of $1,163,289.58 which is the Contract Price.
3. Within thirty (30) days of this date of Notice of Award you must deliver three (3) copies of the Certificates of Insurance required by Section 00650 of the Contract.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

STARKVILLE UTILITIES

BY:____

TITLE:______________________________________

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill invited everyone to the Sunday watch party in Fire Station Park of an HGTV show "Hammer to the Manor" which was filmed in Starkville.

BOARD OF ALDERMEN COMMENTS:
Alderman Vaughn expressed his regret for having voted for the new employee insurance plan.
Alderman Sistrunk noted insurance claim percentages and that the plan would be reviewed before next year's renewal.
Alderman Carver agreed that the insurance should be looked at closely next year, but feels the City still offers equivalent or better coverage to the employees as private companies.

CITIZEN COMMENTS:
Alvin Turner, asked about the green LIME bicycles around town. He also stressed safety for the children loading and unloading on school buses.
John Tolliver, 26 Choctaw Road, had a sewer backup at his home on September 5. He asked that the City work with the insurance company to get the matter resolved.
Tyrone Stallings, New Zion Baptist Church Pastor, lives near Mr. Tolliver and asked that the City make resolution of this matter a priority.

PUBLIC APPEARANCES:

30. DISCUSSION AND CONSIDERATION OF APPROVING A RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX FOR THE PURPOSE OF CONSTRUCTING, IMPROVING AND OPERATING THE CITY OF STARKVILLE, MISSISSIPPI'S PARKS AND RECREATION FACILITIES.

Alderman Jason Walker offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi to levy an additional 1% for economic development and tourism on the food and beverage and hotel tax for the purpose of constructing and improving the City of Starkville, Mississippi's Parks and Recreation Facilities. Alderman Patrick 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING THE CITY OF STARKVILLE, MISSISSIPPI'S PARKS AND RECREATION FACILITIES

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

1. Starkville has been a leader in promoting sports and recreation and maintaining a legacy of athletic achievement as a primary component of its community structure, economic development, and tourism.

2. In order to meet the growing needs of the community and surrounding area, to continue to lead in the areas of sports and recreation, and to attract tourists in that area, the City must revitalize and expand its parks and recreational offerings to include additional sports fields and tournament capable facilities.

3. Pursuant to Chapter 950, Local and Private Laws of 1994, as amended by Chapter 1014, Local and Private Laws of 2004, as amended by Chapter 929, Local and Private Laws of 2015, and as last amended by Senate Bill 3012 during the 2018 Mississippi legislative session, the City receives a two percent (2%) tax of the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages ("Economic Development, Tourism and Convention Tax").

4. The Economic Development, Tourism and Convention Tax is split between various entities as follows: 15% to the Oktibbeha County Economic Development Authority, 15% to the Visitors and Convention Council, 10% to the City, 40% to Starkville parks and recreation, and 20% to Mississippi State University.

5. An additional one percent (1%) tax is needed to develop new sports tournament and recreational facilities in Starkville that would include new fields and support structures and improvements to existing sports and recreation facilities. These improvements will enhance tourism and economic development in Starkville, Oktibbeha County, Mississippi State University, and the surrounding areas.

6. The additional 1% tax would also be used to attract statewide and southeastern regional sports tournaments and events to the City and to promote and conduct those events by dedicating a portion of the 1% tax to fund a sports tournament marketing position within the Visitors and Convention Council (VCC).

7. The additional 1% tax would be a tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels in Starkville.

8. The additional 1% tax would be allocated to the City of Starkville for the sole and exclusive purpose of constructing, improving, and operating the City's new and existing parks and recreation facilities.

9. The Oktibbeha County Economic Development Authority, Mississippi State University, and Visitors and Convention Council support this request and believe that improved park facilities will improve their mission, increase tourism, and promote economic development.

10. Because Starkville seeks the additional 1% tax, it is appropriate to place this matter on the ballot to be voted upon by the qualified electors of the City, with such vote to be held upon approval of the Mississippi Legislature through local and private legislation and upon receiving the signature of the Governor. The additional 1% tax shall not be levied unless authorized by the vote of a majority of the qualified electors of the City. If a majority of the qualified electors of the City vote in favor of the tax, it shall take effect on July 1, 2019.

11. Starkville requests authorization of said 1% percent tax for a twenty (20) year term to coincide with any potential bonding or other forms of indebtedness that are necessary to support the construction and maintenance of the new park facilities and the upgraded facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board seeks the addition of a one percent (1%) tax to be placed on food and beverage sales and hotel/motel occupancy within the City of Starkville for a twenty (20) year term, through and including June 30, 2039, for the purpose of the construction, maintenance, operation and promotion of recreation and sports tournament facilities within the municipal corporate boundaries of the City of Starkville.

After discussion, Alderman Jason Walker moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Patrick Miller. The Mayor then put the question to a vote, and the result was as follows:

Alderman Ben Carver	Voted: aye
Alderman Sandra Sistrunk	Voted: aye
Alderman David Little	Voted: aye
Alderman Jason Walker	Voted: aye
Alderman Patrick Miller	Voted: aye
Alderman Roy A'. Perkins	Voted: absent
Alderman Henry N. Vaughn	Voted: aye

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 6th day of November, 2018.

____
D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

____
Lesa Hardin, City Clerk
Starkville, Mississippi

B. PRESENTATION BY DALHOFF-THOMAS ON THE INITIAL RENDERINGS FOR THE SPORTS TOURNAMENT FACILITY CONSTRUCTION AT CORNERSTONE PARK AND IMPROVEMENTS TO THE SPORTSPLEX SOCCER COMPLEX.

Sam Henry, Saunders Ramsey and Dean Thomas presented renderings of a proposed sports complex at Cornerstone Park on land to be donated by OCEDA to the City. Discussion of park uses and benefits between the Dalhoff-Thomas team and the Mayor and Board followed.

<u>PUBLIC HEARING:</u>

31. PUBLIC HEARING AND CONSIDERATION OF RZ 18-08 A REQUEST TO REZONE ALL OF A 19.63 ACRES PARCEL LOCATED ON THE WEST SIDE OF SOUTH MONTGOMERY STREET +/- 330FT SOUTH OF THE LYNN LANE INTERSECTION FROM R-1/C-2 TO R-3A AND A PORTION OF 1 PARCEL LOCATED ON SOUTH SIDE OF LYNN LANE +/- 960FT WEST OF THE INTERSECTION WITH SOUTH MONTGOMERY STREET FROM C-2 TO R-3A WITH THE PARCEL NUMBERS 102I-00-005.00, 102I-00-006.00 AND 102I-00-002.00.

City Attorney Latimer stated the legal requirements for a rezoning. He also noted that a three-fifths (3/5) vote will be needed to approve the rezoning due to more than 20% of the property owners directly adjacent to the east side of the subject properties are signatories of a petition received by the City against the request per § 17-1-17, of the Mississippi Code of 1972, as amended.

City Planner Daniel Havelin then presented the request, RZ 18-08, by Andy Fornea to rezone all of a 19.63 acre parcel located on the west side of South Montgomery Street +/- 330ft south of the Lynn Lane intersection from R-1/C-2 to R-3A and a portion of 1 parcel located on south side of Lynn Lane +/- 960ft west of the intersection with South Montgomery Street from C-2 to R-3A with the parcel numbers 102I-00-005.00, 102I-00-006.00 and 102I-00-002.00. The applicant is seeking to rezone from C-2 and R-1 zoning to R-3A zoning based on changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Mayor Spruill opened the Public Hearing and called for public comments. The Mayor noted both sides would have thirty minutes to present their opinions.

Henry Minor with Kimley-Horn Design Engineers, presented a power point on behalf of the applicant addressing change in the neighborhood and public need. He noted the following eight rezoning's since 2013 within ½ mile of the subject property:

- The subdivision now known as Bent Brook Ridge on Yellow Jacket Road was rezoned from R-1 to R-3A in February of 2014.
- The Cottages at Starkville Station on Lincoln Green was rezoned from R-5 to R-4A in April of 2014.
- The former site of a mobile home park directly south of Starkville High School on Louisville Street was rezoned from R-6 to R-5 in December of 2014.
- Riddle Run development on Lynn Lane was rezoned from R-1 to R-3 in July of 2015.
- The property located to the east of Academy Hill Subdivision on Academy Road was rezoned from R-3A to C-2 in January of 2017
- The property on the west side of Louisville Street south of Academy Road was rezoned from R-4A to C-1 in June of 2018.
- The former Josey home at 300 Yellow Jacket Drive was rezoned from R-1 to R-3A in August of 2018.
- The property located at 901 and 903 Louisville Street was rezoned from C-1 to r-5 in October of 2018.

Also speaking in favor of the request: Charles Byrd of Walbridge Market Group, Tom Freeman, Maison deVille, nearby neighborhood and Gordon Flowers, Brunini Law Firm.

Speaking against the request: Ralph Nobles of Sherwood Forest neighborhood, Bill Ford, 1002 Knottingham Road, Jody "Buzz" Bennott. They argued that the neighborhood had not changed and against the public need for this project.

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

The Board had before it the complete record from the Planning and Zoning hearing and complete staff report and supporting materials in the November 16, 2018 Board packets.

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

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

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

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

33. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of discussing prospective` litigation related to RZ 18-08. Following a second by Alderman Sistrunk, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing prospective litigation related to RZ 18-08.

At this time, the Board entered Executive Session.

34. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Walker offered a motion to return to Open Session. Alderman Miller seconded the motion and the Board voted as follows:

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

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

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

35. CONSIDERATION OF RZ 18-08.

Alderman Walker offered a motion based on change of conditions in the neighborhood and public need, to approve RZ 18-08, and rezone all of a 19.63 acre parcel located on the west side of South Montgomery Street +/- 330ft south of the Lynn Lane intersection from R-1/C-2 to R-3A and a portion of 1 parcel located on south side of Lynn Lane +/- 960ft west of the intersection with South Montgomery Street from C-2 to R-3A with the parcel numbers 102I-00-005.00, 102I-00-006.00 and 102I-00-002.00, with the following eight conditions self-imposed by the applicant:

1. There shall be a maximum of 79 single-family residential lots developed in the subject neighborhood.
2. All lots in any development on the Subject Property will be single family residential
3. All lots and structures developed on the Subject Property shall not be leased or rented
4. Access shall be provided for utility service for the existing fiber optic cable running along the northern property line of the subject property that is servicing the Maison de Ville community.
5. The grading and drainage improvements required for the development of the subject property shall not result in stormwater runoff onto the adjacent Maison de Ville residential units to the north of the subject development.
6. There shall be a linear park built along South Montgomery with a minimum width of 40' offset from the public right-of-way into the private property. The linear park shall consist of an 8' wide public sidewalk, street trees spaced 50' on center, a minimum of 6 ornamental trees at each entrance to the neighborhood, a continuous evergreen shrub screen consisting of flowering evergreen shrubs with a mature height of 8', and a black wrought iron fence shall be installed the length of each rear yard facing South Montgomery. Masonry Entry Columns shall be placed at each entrance to the neighborhood.
7. The entrances from the neighborhood onto South Montgomery shall be right-in and right-out access only. No full access entrances shall be allowed on South Montgomery from the subject neighborhood.
8. There shall be a 5' wide non-disturbance area along the southern and northern boundaries of the subject property. Clearing and grubbing of woody material shall be allowed in the non-disturbance area, but no existing healthy trees greater than 15" DBH shall be removed in this non-disturbance area. Existing trees will only be removed if agreeable by both landowners or if the existing trees potentially cause a life safety or property damage issue.

Alderman Carver 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

36. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2018 CHRISTMAS PARADE TO BE HELD NOVEMBER 26 WITH IN-KIND SERVICES.

Alderman Little offered a motion to approve the Special Event request for the 2018 Christmas Parade with in-kind services to be held Monday, November 26, 2018. 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: Absent
Alderman Henry Vaughn, Sr. Voted: Nay

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

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2018 FOR FISCAL YEAR ENDING 9/30/19 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 Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of October 31, 2018 for fiscal year ending 9/30/19, and 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. The Board voted as follows:

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

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

General Fund	001	$ 326,283.07
Restricted Fire Fund	003	9,954.64
Airport Fund	015	55,449.00
Sanitation	022	31,811.44
Landfill	023	460.51
Computer Assessments	107	445.19
Industrial Park Bond	303	18,033.00
Public Improvement Bonds-2018	319	182,486.90
Park and Rec, Tourism	375	1,311.25
Sub Total Before Utilities		$ 626,235.00
Utilities Dept.	SED	666,581.65
Total Claims	Total	$ 1,292,816.65

38. MOTION TO RECESS UNTIL NOVEMBER 20, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, for the Board of Aldermen to recess the meeting until November 20, 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: Absent
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)