

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
MAY 7, 2019**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on May 7, 2019 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, Jason Walker, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Perkins asked to add Item XI. K. 1. "Purchase of sanitation trucks and authorization to advertise for leasing" to consent.

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

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

Alderman Carver offered a motion, duly seconded by Alderman Sistrunk, to approve the May 7, 2019 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: Absent
Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, MAY 7, 2019
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**

A. CONSIDERATION OF THE MINUTES OF THE APRIL 12, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

B. CONSIDERATION OF THE MINUTES OF THE APRIL 16, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

- New Employee Introductions
- May 14, 2019 Police Officer Memorial Day

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

JULIE BACA - AIR BED AND BREAKFASTS IN RESIDENTIAL DISTRICTS AND THE EFFECTS ON NEIGHBORHOOD SAFETY AND SECURITY

VIII. PUBLIC HEARING

- A. PUBLIC HEARING ON ORDINANCE 2007-06, CITY OF STARKVILLE CODE CHAPTER 2, ADMINISTRATION, ARTICLE VI SECTION 2-164 AMENDING THE BOARD OF ADJUSTMENTS AND APPEALS PROCESS TO ALLOW FOR RE-APPOINTMENT OF SITTING BOARD MEMBER IF APPLICATIONS FOR POSITIONS REMAIN UNFILLED AFTER ADVERTISING PERIOD HAS EXPIRED.
- B. PUBLIC HEARING AND CONSIDERATION OF CU 19-03 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR RESIDENTIAL DWELLING UNITS AS PART OF A PROPOSED MIXED USE DEVELOPMENT LOCATED APPROXIMATELY 1700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ON THE NORTHSIDE OF LYNN LANE IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 2011-00-013.00.
- C. PUBLIC HEARING AND CONSIDERATION OF CU 19-04 A CONDITIONAL USE REQUEST BY LEE AND JENNIFER CARSON TO ALLOW FOR A BED AND BREAKFAST INN TO BE LOCATED WITHIN AN EXISTING HOME AT 607 OLD WEST POINT ROAD IN A R-E ZONE WITH THE PARCEL NUMBER 117L-00-001.00.
- D. PUBLIC HEARING AND CONSIDERATION OF CU 19-05 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE LOCATED AT 1605 SAND ROAD IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-023.01.
- E. PUBLIC HEARING AND CONSIDERATION OF RZ 19-02 A REQUEST BY CARPENTER COURT 2019, LP TO REZONE ONE SPLIT ZONED PARCEL FROM C-1 BUSINESS AND R-5 RESIDENTIAL TO R-5 RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOUISVILLE STREET AND SAND ROAD WITH THE PARCEL NUMBER 105B-00-001.05.
- F. PUBLIC HEARING AND CONSIDERATION OF RZ 19-03 A REQUEST BY SAPERIOR PATTON TO REZONE ONE PARCEL FROM R-1 SINGLE FAMILY TO R-6 MOBILE HOMES LOCATED +- 250 WEST OF THE INTERSECTION OF ROCKHILL ROAD AND BUTLER ROAD WITH THE PARCEL NUMBER 115 -22-001.00.

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

1. CONSIDERATION OF APPROVAL OF THE PROPOSAL FROM RIVER SCIENCE LLC TO PERFORM A RUNOFF AND DETENTION ANALYSIS OF COUNTRY CLUB ESTATES PHASE 3 NOT TO EXCEED \$2,400 AND AUTHORIZE THE MAYOR TO APPROVE AN AS-NEEDED CONTRACT TO PROVIDE ANALYSIS ASSISTANCE STUDY TO THE CITY ENGINEER FOR OTHER AREAS OF TOWN UPON THE REVIEW OF THE CITY ATTORNEY.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO UPGRADE THE HISTORIC SITE MANAGEMENT TOOL (HSMT), AN ONLINE GIS DATABASE THAT OFFERS PUBLIC INTERNET ACCESS TO INFORMATION ABOUT MISSISSIPPI'S HISTORIC RESOURCES.

- b. A SPECIAL EVENT REQUEST BY STARKVILLE FOUNDATION FOR PUBLIC EDUCATION TO HOLD THE 2019 HANNAH POTE RUN FOR EDUCATION AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES FROM 5:30 AM TO 10:30 AM ON AUGUST 24, 2019.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE COLLEGEVIEW IMPROVEMENT PROJECT, ACCEPTING THE LOW BID FROM SIMMONS EROSION CONTROL INC. IN THE AMOUNT OF \$233,343.00.
2. CONSIDERATION OF ACCEPTANCE OF THE LOWER BID OF \$835,515.50 FOR THE 2019 STREET IMPROVEMENT PROJECT - PROJECT NO. 19004 FROM FALCON CONTRACTING COMPANY, INC.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 30, 2019 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. APPROVAL OF THE ELECTION AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE CIRCUIT CLERK OF OKTIBBEHA COUNTY FOR THE USE OF TSX VOTING MACHINES AND RELATED ACCESSORIES IN THE MAY 30, 2019 SPECIAL ELECTION.
3. APPROVAL OF THE QUOTE WITH ELECTION SYSTEMS AND SOFTWARE FOR THE MAY 30, 2019 SPECIAL ELECTION FOR ELECTION SUPPORT WITH THE ELECTRONIC VOTING AT A COST NOT TO EXCEED \$4,500.00.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO WEATHERS CONSTRUCTION TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT CORNER STONE INDUSTRIAL PARK.

G. HUMAN RESOURCES

1. CONSIDERATION TO ALLOW THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY TO CONDUCT A SALARY STUDY FOR THE CITY OF STARKVILLE AT A COST OF \$2,577.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE TWENTY-FOUR (24) SEASONAL LIFEGUARDS IN THE PARKS AND RECREATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE THREE (3) SEASONAL MAINTENANCE WORKERS, TRADARIUS MEADOW, AUSTIN BRASHER AND DEMARRI COOPER, IN THE PARKS AND RECREATION DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE AALIYAH ALLEN, DESTIN GLADNEY AND CATHY SIMMS AS SEASONAL CUSTOMER SERVICE REPRESENTATIVES IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE KODY DUPRE AS A WASTEWATER OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE TODD GILES AS A UTILITY LOCATOR TECHNICIAN IN THE STARKVILLE UTILITIES DEPARTMENT.
8. REQUEST AUTHORIZATION TO HIRE JODI HOGUE AS A MUNICIPAL COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
9. REQUEST AUTHORIZATION TO ADVERTISE FOR A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

10. REQUEST AUTHORIZATION TO HIRE JAMIE ADAMS AS A CERTIFIED FIREFIGHTER AND MITCH GRAVES AS FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT AND REQUEST AUTHORIZATION TO RETAIN CANDIDATES FROM THE SELECTION PROCESS, HELD ON APRIL 29, 2019 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

11. REQUEST AUTHORIZATION OF THE PROMOTION OF JOHN MCCARTER TO THE RANK OF BATTALION CHIEF. ROOSEVELT HARRIS TO THE RANK OF CAPTAIN. SHEDRICK HOGAN AND MATT WILSON TO THE RANK OF LIEUTENANT, JOSHUA COX AND TAURUS YOUNG TO THE RANK OF SERGEANT AND RETAIN CANDIDATES FROM THE PROMOTION PROCESS HELD ON APRIL 29-30, 2019 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS.

12. REQUEST AUTHORIZATION TO HIRE CLAYTON PERKINS AS A MAINTENANCE WORKER III IN THE STREET DEPARTMENT.

13. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME INTERN POSITION FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF EDUCATIONAL REIMBURSEMENT FOR MATTHEW ADDY FOR NETWORK SECURITY CERTIFICATION.

I. PARKS

1. CONSIDERATION OF A CONTRACT WITH LPK ARCHITECTS, P.A., FOR ARCHITECTURAL SERVICES AT JL KING PARK, MONCRIEF PARK AND PATRIOTS PARK.

2. CONSIDERATION TO AUTHORIZE HELMS POLYFOAM TO REPAIR OF DRAINAGE BASINS AT THE STARKVILLE SPORTSPLEX AT A COST OF \$8,500.00, THE LOWEST OF TWO QUOTES.

J. POLICE DEPARTMENT

1. CONSIDERATION FOR CPL. TYLER DAVIS, RASHAD RUFF, SAWYER OAKS, NICHOLAS BEAN, DONTE THOMAS, PRINSTON HENDERSON TO ATTEND THE 18TH ANNUAL NATIONAL LAWFIT CHALLENGE IN SOUTHAVEN, MS, JUNE 27-29-2019, WITH ADVANCE HOTEL AND REGISTRATION AT A COST OF \$1,288.68 TOTAL.

2. CONSIDERATION TO RENEW THE MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC. FOR THE POLICE DEPARTMENT BUILDING FOR INSPECTIONS AND MAINTENANCE OF EQUIPMENT.

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CONSIDERATION TO PURCHASE A KNUCKLE BOOM LOADER AND THREE GARBAGE TRUCKS: TWO REAR LOADERS AND ONE FRONT LOADER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT DUE TO THE THREE GARBAGE TRUCKS THAT BURNED ON MARCH 18, 2019, AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR LEASING.

L. UTILITIES DEPARTMENT

- 1. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WESCO DISTRIBUTION FOR THE PURCHASE OF OPTICAL GROUND WIRE (MATERIAL ONLY) IN THE AMOUNT OF \$39,187.20.**
- 2. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY CO FOR THE PURCHASE OF MATERIAL FOR THE ROUNDHOUSE FIRE LINE IN THE AMOUNT OF \$5,394.75.**
- 3. REQUEST AUTHORIZATION TO PURCHASE 2 KIOSKS FROM HOWARD ENTERPRISE AT A COST OF \$18,793.00 PER KIOSK, THE BETTER OF TWO QUOTES BASED ON THREE YEAR LIFE AND TRANSACTION FEES.**
- 4. REQUEST AUTHORIZATION TO IMPLEMENT THE POWER SUPPLY CONTRACT AND DISTRIBUTED GENERATION AMENDATORY AGREEMENT (INTERCONNECT AGREEMENT) BETWEEN EDR COLLEGEVIEW AND CITY OF STARKVILLE.**
- 5. REQUEST AUTHORIZATION TO COMMIT REQUIRED MATCHING FUNDS IN THE AMOUNT OF ONE HUNDRED, FIFTY-NINE THOUSAND, FOUR HUNDRED FIFTY DOLLARS (\$159,450) TO BE DERIVED FROM STARKVILLE UTILITIES UPON APPROVAL OF TRIM CANE SEWAGE LIFT STATION IMPROVEMENTS PROJECT BY THE MISSISSIPPI DEVELOPMENT AUTHORITY AND THE APPALACHIAN REGIONAL COMMISSION (ARC).**

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- PENDING LITIGATION
- PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 21, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 32:

2. CONSIDERATION OF THE MINUTES OF THE APRIL 12, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 12, 2019 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 APRIL 16, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 16, 2019 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 THE PROPOSAL FROM RIVER SCIENCE LLC TO PERFORM A RUNOFF AND DETENTION ANALYSIS OF COUNTRY CLUB ESTATES PHASE 3 NOT TO EXCEED \$2,400 AND AUTHORIZE THE MAYOR TO APPROVE AN AS-NEEDED CONTRACT TO PROVIDE ANALYSIS ASSISTANCE STUDY TO THE CITY ENGINEER FOR OTHER AREAS OF TOWN UPON THE REVIEW OF THE CITY ATTORNEY.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the proposal from River Science LLC to perform a runoff and detention analysis of Country Club Estates Phase 3 and authorize the Mayor to approve an as-needed contract to provide analysis assistance study to the City Engineer for other areas of town upon the review of the City Attorney” is enumerated, this consent item is thereby approved.

With recent rain events, there was significant flooding in the Country Club estates neighborhood. This analysis would evaluate the design to insure it meets City requirements from a stormwater mitigation and conveyance standpoint. Further, it is proposed to approve an as-needed contract for River Science to perform hydraulic modeling on other areas of town which experienced significant flooding such as South Washington Street, South Jackson /Canal Street, Willow Bend neighborhood. River Science LLC is able to provide assistance from a stormwater modeling capacity that the Engineering Department does not have the software capabilities of completing.

5. CONSIDERATION OF ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO UPGRADE THE HISTORIC SITE MANAGEMENT TOOL (HSMT), AN ONLINE GIS DATABASE THAT OFFERS PUBLIC INTERNET ACCESS TO INFORMATION ABOUT MISSISSIPPI’S HISTORIC RESOURCES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to enter into a memorandum of agreement with the Mississippi Department of Archives and History (MDAH) to accept a Certified Local Government Grant (CLG) to upgrade the Historic Site Management Tool (HSMT), an online GIS database that offers public internet access to information about Mississippi’s historic resources” is enumerated, this consent item is thereby approved.

UPDATE - FFY 2018 Certified Local Government Grant Reallocation
Recommendations
Mississippi Department of Archives & History
Historic Preservation Division
April 2019

Since 2010, MDAH has partnered with a specific CLG (which until this year was the City of Raymond) to create an MOA that would allow for remaining CLG Grant funding to be allocated for updates to MDAH's Historic Resources Inventory (HRI) Database. This type of partnership is allowable by the National Park Service: "A CLG may use Pass-Through funds for activities involving historical or archaeological resources outside its jurisdiction if activities which will occur outside the jurisdictions of the CLG clearly demonstrate a direct benefit to identifying, evaluating, and protecting the historic and archeological resources of the CLG."

The Geospatial Group has prepared a proposal for the City of Starkville with the following project scope for the HRI Database:

The Mississippi Department of Archives and History was tasked to develop a web-based system to map archaeological sites, National Register properties and above-ground historic resources that are situated within the State of Mississippi. This Historic Site Management Tool has proven its value to the general public and to Certified Local Governments such as Starkville as it allows users to view information about which properties are designated at the local, state, and national levels

In addition to being used by The City of Starkville and the SHPO staff, HSMT is used by the public. HSMT was designed and written as a web-based application. An addition and an upgrade have been recently identified for the HSMT. First, users of the system require the ability to view architectural reports for each property. These reports currently exist in paper form but are not available digitally through HSMT. Second, the update relates to the map viewer. The current map viewer will be brought up to current web standards including a responsive design to allow for display on a mobile device and will add a print function.

The full scope of work for this project has been broken down in a detailed cost summary that totals \$15,600.00. Please see the timeline below showing the allocation of monies over the years to this ongoing project.

FFY 2010	CLG Partner Project Cost Project Description	City of Raymond \$9,350.00 Digitization of Local Historic Districts; Database Update; Integration into the Map Viewer
FFY 2017	CLG Partner	City of Raymond

UPDATE - FFY 2018 Certified Local Government Grant Reallocation
Recommendations
Mississippi Department of Archives & History
Historic Preservation Division
April 2019

Project Cost	\$9,625.00
Project Description	Development of a Mobile Friendly Format Based on Screen Size; Plug-in Tool to Aid in Searchable Photo Tags

<i>FFY 2018</i>	<i>CLG Partner</i>	<i>City of Starkville</i>
	<i>Project Cost</i>	<i>\$15,600.00</i>
	<i>Project Description</i>	<i>Digitization of Architectural Reports; Upgrade Current Map Viewer</i>

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Starkville**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a historic marketing/publications project to be completed in Starkville, Oktibbeha County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Starkville and **August 1, 2019**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 15,600.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to *reimburse* the Grantee **\$ 15,600.00, 100%** of final project costs based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2019**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2019**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.
- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of

the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount and does not meet a listed "Exceptions from bidding requirements" (as specified in MS Code § 31-7-13 [2013]), the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted by the consultant.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit the Project Completion Report on **August 1, 2019** and the Reimbursement Request (with supporting materials) by **August 31, 2019**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2019**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division.

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2019**.

A final expense summary, due **August 31, 2019**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
State Historic Preservation Officer

Date

BY

Honorable Lynn Spruill
Mayor of Starkville

Date

Return to:

Meredith Massey
Certified Local Government Grant Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

The project scope includes the following upgrades to the Historic Site Management Tool (HSMT), an online GIS database that offers public internet access to information about Mississippi's historic resources:

Task 1 – Architectural Reports

To include Architectural reports for each property, the following tasks will be accomplished:

- 1) Create an upload tool to allow the SHPO staff to upload, store, and link PDF reports to a property, and
- 2) Create links on the Property fact sheet to allow any user to retrieve the report.

The task will be performed by a designated Project Manager and a .Net Developer. Other staff members are already cross-trained to step-in if needed. The Project Manager will review all requested plans and work.

Task 2 – Map Viewer

The current map viewer was written using ESRI's JavaScript API version 3.7. The viewer will be converted to run using the new 3.27 API. The user may see performance gains with this update and will make the application more future-proof with changing web standards. In addition to this alteration, the user interface will be updated to conform to mobile standards where possible to allow for display on most mobile devices. Printing will finally be added. This will require the setup of secure printing services at the State Data Center.

To update the map viewer, the following tasks will be accomplished:

1. Upgrade the ESRI API to 3.27,
2. Adjust the UI to mobile provide mobile accessibility, and
3. Provide a print function at each access level of the application

The task will be performed by a designated Project Manager and a GIS Developer. Other staff members are already cross-trained to step-in if needed. The Project Manager will review all requested plans and work.

ATTACHMENT B: Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State

management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

6. CONSIDERATION OF APPROVAL OF THE COLLEGEVIEW IMPROVEMENT PROJECT, ACCEPTING THE LOW BID FROM SIMMONS EROSION CONTROL INC. IN THE AMOUNT OF \$233,343.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the Collegeview Improvement Project, accepting the low bid from Simmons Erosion Control Inc. in the amount of \$233,343.00 and authorization for the Mayor to execute a contract” is enumerated, this consent item is thereby approved.

Ausbern Construction	Rejected due to not meeting bid requirements
Phillips Construction	\$261,148.00
Simmons Erosion Construction	\$233,343.00

7. CONSIDERATION OF ACCEPTANCE OF THE LOWEST BID OF \$835,515.50 FOR THE 2019 STREET IMPROVEMENT PROJECT - PROJECT NO. 19004 FROM FALCON CONTRACTING COMPANY, INC.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of acceptance of the low Bid for the 2019 Street Improvement Project - Project No. 19004 from Falcon Contracting Company, Inc. and authorizing the Mayor to execute a contract” is enumerated, this consent item is thereby approved.

This is the same Priority 2 roadway listing that was presented as part of the overall Capital Improvement Program in the fall of 2017 with the following exceptions:

- There were 2 roadways that were included in Priority 2 which have already been completed:
 - o Lynn Lane- from Industrial St. to Louisville St.- This was completed as part of the Lynn Lane widening project
 - o Montgomery Street- from Lynn Ln to Locksley Way- This was completed in summer of 2018 due to the large water main break in February 2018 and subsequent significant roadway repair.
- It is recommended to delay 2 roadway projects for the following reasons:
 - o Sycamore Street- from Chestnut to Willow- It is proposed to delay this roadway improvement one year in order to complete it along with another section of Sycamore (Walnut to Dead End) which is currently slated as a Priority 4 concurrently. It is proposed to complete both of these sections next summer.
 - o Ward Drive- from previous overlay to McKinley Street- There is a proposed development project that is expected to quickly commence. It is recommended to delay this one year until the construction activity related to this project ceases so it will not cause damage to the new overlay.
- There were four sections of roadways that were added to this year’s listing for the following reasons:
 - o Montgomery Street- from Hwy 12 to Yellowjacket Drive- This section of roadway was originally slated as a Priority 4, but has suffered much quicker deterioration and fatigue than was originally anticipated. Further, since the adjoining section of Yellowjacket is being improved, it will make the entire project tie together more seamlessly.
 - o McKee Street- from Whitfield Street to McKinley Street- This section of roadway is located on the south side of Armstrong Middle school and is utilized at the primary carpool route with a lot of school related traffic. This section of roadway was not listed on the original street improvement listing; however, it is in a very poor state, needs immediate improvement and will only further deteriorate with the amount of traffic it regularly receives.
 - o Spring Street- from Hwy 12 to Previous Overlay- This is a section of roadway approximately 300’ in length that was not improved as part of the Hwy 12 overlay project and regularly has some of the most severe potholes in the City due to the amount of daily traffic.
 - o Airport Road- Miley Drive to South End of the roadway- The scope proposed is to overlay the intersection of Airport and Miley which was not improved when the County overlaid Airport Road 2 years ago. Further, it is proposed to properly repair the significant base failures on the southern section of Airport which were damaged during the construction of new airport hangars. It is proposed to seek pro rata share funding for the cost of these improvements with Oktibbeha County and MSU.

Two bids were received: Falcon Contracting Company, Inc. \$835,515.50 and APAC- Mississippi, Inc. \$864,337.00

8. CONSIDERATION FOR APPROVAL OF THE ELECTION AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE CIRCUIT CLERK OF OKTIBBEHA COUNTY FOR THE USE OF TSX VOTING MACHINES AND RELATED ACCESSORIES IN THE MAY 30, 2019 SPECIAL ELECTION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the Election Agreement between the City of Starkville and the Circuit Clerk of Oktibbeha County for the use of TSX Voting Machines and related accessories in the May 30, 2019 Special Election” is enumerated, this consent item is thereby approved.

To: Lesa Hardin, City Clerk, City of Starkville, MS

From: _____ Tony M. Rook, Circuit Court Clerk

_____ Joe Baker, Chairman, Oktibbeha County Election Commission

Date: April 23, 2019

Ref: City Special Election

In order to insure that the May 30, 2019 Special municipal election is conducted in the most efficient manner consistent with providing all qualified and duly registered voters of the City of Starkville the opportunity to cast their vote for the selection(s) of their choice, the City of Starkville hereby enters into an agreement with the Oktibbeha County Circuit Clerk and Election Commission to be supplied with a sufficient number of TSX voting machines and related accessories, according to attached list, needed to efficiently conduct an election.

All TSX voting machines and other accessories will be checked out from the office of the Circuit Clerk on May 29, 2019, and they will be returned to the office of the Circuit Clerk on or before Monday, June 4, 2019 at 9:00 a.m. where they will be inspected by the Oktibbeha County Election Commission to ensure that all previously supplied items are present and in the same working condition as when they left the office. The City will reimburse the county for security seals, printer paper, and any other one-time use items required to conduct the election. Additionally, the City will be responsible for all logic and accuracy testing.

The City of Starkville agrees to be responsible for the repair and/or replacement for any loss or damages that are incurred while the equipment and accessories are in their possession.

Lesa Hardin, City Clerk, City of Starkville

Listed below are items that the Oktibbeha County Election Commissioners will supply to the City of Starkville for the 2019 Municipal Elections. Please initial when checking out and returning items.

Item	# Out	# Returned	<u>Verified Working/Good Order</u>
			(Please write any discrepancies and/or damage below)
Memory Cards	_____	_____	_____
Memory Card Bags	_____	_____	_____
Voter Access Cards	_____	_____	_____
Supervisor Cards	_____	_____	_____
Barrel Keys	_____	_____	_____
Encoders	_____	_____	_____

TSX Machine	_____	_____	_____
TSX bags	_____	_____	_____
Power Cords	_____	_____	_____
Head Phones	_____	_____	_____
Key Pads	_____	_____	_____
Surge Protectors	_____	_____	_____
Poster of Signs	_____	_____	_____
Security Key	_____	_____	_____
Ballot Bags	_____	_____	_____
Supply Bags	_____	_____	_____

Please count and sign below verifying that the items and numbers listed are correct and that the same will be returned in same working condition.

OUT

Joe Baker – Chairman
Oktribbeha County Election Commissioner

Lesa Hardin, City Clerk
Starkville City Hall

RETURNED

Lesa Hardin, City Clerk
Starkville City Hall

Joe Baker - Chairman
Oktribbeha County Election Commission

9. CONSIDERATION TO APPROVE THE QUOTE WITH ELECTION SYSTEMS AND SOFTWARE FOR THE MAY 30, 2019 SPECIAL ELECTION FOR ELECTION SUPPORT WITH THE ELECTRONIC VOTING AT A COST NOT TO EXCEED \$4,500.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the quote with Election systems and Software (ESS) for the May 30, 2019 Special Election for election support and programming with the electronic voting at a cost not to exceed \$4,500.00” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ISSUE A COMMERCIAL BURN PERMIT TO WEATHERS CONSTRUCTION TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT CORNER STONE INDUSTRIAL PARK.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a commercial burn permit to Weathers Construction to burn cleared debris associated with a construction project to occur at Corner Stone Industrial Park” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ALLOW THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY TO CONDUCT A SALARY STUDY FOR THE CITY OF STARKVILLE AT A COST OF \$2,577.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to allow the Stennis Institute of Government and Community Development at Mississippi State University to conduct a salary study for the City of Starkville at a cost of \$2,577” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ADVERTISE FOR A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a part-time Receptionist in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE TWENTY-FOUR (24) SEASONAL LIFEGUARDS IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire twenty-three (23) seasonal lifeguards in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

Name	Hourly Rate
Warren Smith	\$10.00
Kennis Kingery	\$9.50
Nick Hollis	\$9.50
Hailey Locke	\$9.25
Riley Hardy	\$9.25
Will Hardy	\$9.25
Abbie Ammon	\$9.25
Caleb Pugh	\$9.25
Eli Cappleman	\$9.25
Caroline Mattox	\$9.25
Ahmir Taylor	\$9.25
John Mulrooney	\$9.25
Eric Spears	\$9.25
Carter Campbell	\$9.25
Colby Freely	\$9.25
Pierce Foundren	\$9.00
McKee Mulrooney	\$9.00
Lawson Dale	\$9.00
Christian Leach	\$9.00
Dean Wingate	\$9.00
Breanna Herd	\$9.00
Karl Grebner	\$9.00
Kali Decker	\$9.00

The reason for the differences in pay rates are due to varying degrees of experience.

14. CONSIDERATION TO HIRE THREE (3) SEASONAL MAINTENANCE WORKERS, TRADARIUS MEADOW, AUSTIN BRASHER AND DEMARRI COOPER, IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Tradarius Meadow, Austin Brasher and Demarri Cooper as seasonal maintenance workers in the Parks and Recreation Department at a rate of \$10.00 per hour” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE AALIYAH ALLEN, DESTIN GLADNEY AND CATHY SIMMS AS SEASONAL CUSTOMER SERVICE REPRESENTATIVES IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Aaliyah Allen, Destin Gladney and Cathy Simms as seasonal Customer Service Representatives in the Starkville Utilities Department” is

enumerated, this consent item is thereby approved.

Funds are included in the fiscal year 2018/19 budget:

44% of pay – Acct: 903.00 Electric Expense.

46% of pay – Acct: 146.10 Due from Water Dept.

10% of pay – Acct: 146.20 Due from Sanitation Dept.

16. CONSIDERATION TO HIRE KODY DUPRE AS A WASTEWATER OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Kody Dupre as a Wastewater Operator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE TODD GILES AS A UTILITY LOCATOR TECHNICIAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Todd Giles as a Utility Locator Technician in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

Funds are included in the fiscal year 2018/19 budget:

42% of pay – Acct: 586.00 Meter Expense.

48% of pay – Acct: 146.10 Due from Water Dept.

10% of pay – Acct: 146.20 Due from Sanitation Dept.

18. REQUEST AUTHORIZATION TO HIRE JAMIE ADAMS AS A CERTIFIED FIREFIGHTER AND MITCH GRAVES AS FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT AND REQUEST AUTHORIZATION TO RETAIN CANDIDATES FROM THE SELECTION PROCESS, HELD ON APRIL 29, 2019 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Jamie Adams as a Certified Firefighter and Mitch Graves as Firefighter in the Starkville Fire Department and request authorization to retain candidates from the selection process, held on April 29, 2019 for consideration to fill any additional vacant positions in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION OF THE PROMOTION OF JOHN MCCARTER TO THE RANK OF BATTALION CHIEF. ROOSEVELT HARRIS TO THE RANK OF CAPTAIN. SHEDRICK HOGAN AND MATT WILSON TO THE RANK OF LIEUTENANT, JOSHUA COX AND TAURUS YOUNG TO THE RANK OF SERGEANT AND RETAIN CANDIDATES FROM THE PROMOTION PROCESS HELD ON APRIL 29-30, 2019 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of John McCarter to the rank of Battalion Chief. Roosevelt Harris to the rank of Captain, Shedrick Hogan and Matt Wilson to the rank of Lieutenant, Joshua Cox and Taurus Young to the rank of Sergeant and retain candidates from the promotion process held on April 29-30, 2019 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of six months” is enumerated, this consent item is thereby approved.

Name	Title	Salary	Effective Date
John McCarter	Battalion Chief	\$59,254 (21.50)	6/7/2019
Roosevelt Harris	Captain	\$49,608 (18.00)	6/7/2019
Shedrick Hogan	Lieutenant	\$42,718 (15.50)	5/10/2019
Matt Wilson	Lieutenant	\$42,718 (15.50)	6/7/2019
Taurus Young	Sergeant	\$37,206 (13.50)	5/10/2019
Joshua Cox	Sergeant	\$37,206 (13.50)	6/7/2019

20. REQUEST AUTHORIZATION TO HIRE CLAYTON PERKINS AS A MAINTENANCE WORKER III IN THE STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Clayton Perkins as a Maintenance Worker III in the Street Department” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME INTERN POSITION FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a part-time intern position for the finance and administration department” is enumerated, this consent item is thereby approved.

22. REQUEST APPROVAL OF EDUCATIONAL REIMBURSEMENT FOR MATTHEW ADDY FOR NETWORK SECURITY CERTIFICATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of educational reimbursement for Matthew Addy for Network Security Certification in the amount of \$399.00” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION OF A CONTRACT WITH LPK ARCHITECTS, P.A., FOR ARCHITECTURAL SERVICES AT JL KING PARK, MONCRIEF PARK AND PATRIOTS PARK.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a contract with LPK Architects, P.A., for architectural services at JL King Park, Moncrief Park and Patriots Park, and authorization for the Mayor to sign the agreement” is enumerated, this consent item is thereby approved.

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-third (23rd) day of April in the year two thousand nineteen (2019)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Starkville
110 W Main Street
Starkville, MS 39759

and the Architect:

(Name, legal status, address and other information)

LPK Architects, P.A.
821 22nd Avenue
Meridian, MS 39301

for the following Project:

(Name, location and detailed description)

Architectural services at JL King Park, Moncrief Park and Patriots Park. Work involves restrooms, pavilions. Work may include new work and renovations. All work must be in conformance with ADA.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(1819625846)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Structural, Mechanical and Electrical. (Civil Engineering if necessary will be an additional service.)

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner

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User Notes:

(1819625846)

and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Eight Percent (8%) of Construction Cost

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate allowed by Mississippi Code Annotated §31-7-305.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

D. Lynn Spruill - Mayor
City of Starkville
(Printed name and title)

ARCHITECT (Signature)

Robert E. Luke, President
(Printed name, title, and license number, if required)

Init.

24. REQUEST AUTHORIZATION TO AUTHORIZE HELMS POLYFOAM TO REPAIR DRAINAGE BASINS AT THE STARKVILLE SPORTSPLEX AT A COST OF \$8,500.00, THE LOWEST OF TWO QUOTES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to authorize Helms Polyfoam to repair drainage basins at the Starkville Sportsplex at a cost of \$8,500.00, the lowest of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: Helms Polyfoam - \$8,500.00 and Ground Consolidation Services - \$12,000.00

25. REQUEST AUTHORIZATION FOR CPL. TYLER DAVIS, RASHAD RUFF, SAWYER OAKS, NICHOLAS BEAN, DONTE THOMAS, PRINSTON HENDERSON TO ATTEND THE 18TH ANNUAL NATIONAL LAWFIT CHALLENGE IN SOUTHAVEN, MS, JUNE 27-29-2019, WITH ADVANCE HOTEL AND REGISTRATION AT A ESTIMATED COST OF \$1,288.68 TOTAL.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Cpl. Tyler Davis, Rashad Ruff, Sawyer Oaks, Nicholas Bean, Donte Thomas, Prinston Henderson to attend the 18th Annual National LawFit Challenge in Southaven, MS, June 27-29-2019, with advance hotel and registration at an estimated cost of \$1,288.68” is enumerated, this consent item is thereby approved.

26. REQUEST AUTHORIZATION TO RENEW THE MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC. FOR THE POLICE DEPARTMENT BUILDING FOR INSPECTIONS AND MAINTENANCE OF EQUIPMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to renew the mechanical service agreement with Brislin, In. for the police department building for inspections and maintenance of equipment” is enumerated, this consent item is thereby approved. **(Agreement on following page)**

27. REQUEST AUTHORIZATION FOR CONSIDERATION TO PURCHASE A KNUCKLE BOOM LOADER AND THREE GARBAGE TRUCKS: TWO REAR LOADERS AND ONE FRONT LOADER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT DUE TO THE THREE GARBAGE TRUCKS THAT BURNED ON MARCH 18, 2019, AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR LEASING.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to purchase a knuckle boom loader and three garbage trucks: two rear loaders and one front loader for the Sanitation & Environmental Services Department due to the three garbage trucks that burned on March 18, 2019, from Sansom Equipment Company as the best bid based on service history, delivery time and extended warranty” is enumerated, this consent item is thereby approved.

28. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WESCO DISTRIBUTION FOR THE PURCHASE OF OPTICAL GROUND WIRE (MATERIAL ONLY) IN THE AMOUNT OF \$39,187.20.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from Wesco Distribution for the purchase of optical ground wire (material only) in the amount of \$39,187.20.” is enumerated, this consent item is thereby approved.

Two quotes received: Wesco - \$39,187.20 and Stuart Irby - \$39,561.60

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO



STARKVILLE POLICE DEPARTMENT
101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

BY

BRISLIN, INC.

April 1, 2019 to March 31, 2020



At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least six (6) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$250.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

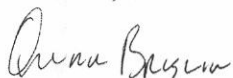
1. One (1) full service which includes washing of evaporator and condenser coils, replacing belts & **FILTERS**, flushing drains and monitoring equipment operations.
2. Three (3) inspection services, which includes monitoring equipment operations and visual inspection of coils, cleaning and flushing condensate drains and pans. Filter replacement included.
3. Two (2) Filter replacements only.
4. Monthly (12 times) Heating water and chill water closed loop systems service ONLY. This will include collecting water samples and test the treated waters. A written report will be submitted documenting the results of the service. Any systems found needing chemical will be added at that time. Chemical cost is NOT included in this proposal and will be added at extra cost with proper authorization from the Starkville Police Department.

Your cost of this Maintenance Agreement \$14,100.00 per year plus tax;
payable in six (6) equal amounts of \$2,350.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____

HVAC MAINTENANCE/INSPECTION LIST

CUSTOMER: STARKVILLE POLICE DEPARTMENT

ADDRESS: 101 EAST LAMPKIN ST STARKVILLE, MS

☒ **Complete** ☐ **Not Needed** ☐ **N/A – Not Applicable**

Weather Conditions

☐ rainy ☐ clear
☐ cloudy ☐ humid
☐ partly cloudy
Outside temp. _____
Avg. Inside Temp. _____

- ____ 1. Clean drain pan and lines. Add algaecide tablets. (4x per year)
- ____ 2. Check performance and service of all major components and document any deficiencies found.
- ____ 3. Lubricate moving parts as needed.
- ____ 4. Check refrigerant charge and record. (annually or as needed)
- ____ 5. Test amperage and voltage and record. (annually or as needed)
- ____ 6. Inspect for oil and refrigerant leaks and document any leaks found.
- ____ 7. Check operating and safety controls and adjust or repair as needed.
- ____ 8. Check air distribution temperatures and record.
- ____ 9. Inspect condenser and evaporator coils.
- ____ 10. Wash evaporative and condenser coils (coil cleaner or water only) (1x per year)
- ____ 11. Clean/brush evaporative coils (1x per year)
- ____ 12. Tighten electrical connections on equipment as needed.
- ____ 13. Check belts and drives, tighten as needed
- ____ 14. Replace Belts (1x per year)
- ____ 15. Check temperature control system and make minor repairs and document any deficiencies found.
- ____ 16. Check and adjust economizer linkage and controls (if applicable)
- ____ 17. Replace filters and wash air filters. (includes OSA filters) (6x per year)
- ____ 18. Check heating section and controls and document any deficiencies found.

2) 10x22x1 MP FILTERS MERV 8
10) 10x28x1 MP FILTERS MERV8
14) 10x34x1 MP FILTERS MERV8
2) 11x20x1 MP FILTERS MERV 8
1) 12x34x1 MP FILTER MERV 8
6) 16x16x1 MP FILTERS MERV 8
3) 16x20x1 MP FILTERS MERV 8
4) 16x20x2 MP FILTERS MERV 8
4) 20x24x4 MP FILTERS MERV 13
1) 4L450 BELT
1) 4L400 BELT

REMARKS: _____

CUSTOMER'S SIGNATURE

DATE

TECHNICIAN'S SIGNATURE

DATE

CUSTOMER NAME:

STARKVILLVE POLICE DEPARTMENT

SIX (6) FILTER REPLACEMENTS

FILTER LIST

FILTERS SIZE	QTY PER SERVICE	QTY SIX (6) SERVICES	MERV	TYPE
10x22x1	2	12	MERV 8	PLEATED
10x28x1	10	60	MERV 8	PLEATED
10x34x1	14	84	MERV 8	PLEATED
11x20x1	2	12	MERV 8	PLEATED
12x34x1	1	6	MERV 8	PLEATED
16x16x1	6	36	MERV 8	PLEATED
16x20x1	3	18	MERV 8	PLEATED
16x20x2	4	24	MERV 8	PLEATED
20x24x4	4	24	MERV 13	PLEATED
NOTE: The higher the MERV value, the more efficient the filter will be in trapping airborne particles. The MERV 13 filtes are used in air handling unit "B" . This is a 100% outside air unit.				

DATE: Oct-17

101 E LAMPKIN ST STARKVILLE

EQUIPMENT LIST

[illegible]

29. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY CO FOR THE PURCHASE OF MATERIAL FOR THE ROUNDHOUSE FIRE LINE IN THE AMOUNT OF \$5,394.75.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from G&C Supply Co for the purchase of material for the Roundhouse Fire Line in the amount of \$5,394.75” is enumerated, this consent item is thereby approved.

Quotes received: G & C - \$5,394.74, Corbun’s - \$5,588.32 and Consolidated Pipe \$5,749.25

30. REQUEST AUTHORIZATION TO PURCHASE 2 KIOSKS FROM HOWARD ENTERPRISE AT A COST OF \$18,793.00 PER KIOSK, THE BEST OF TWO QUOTES BASED ON THREE YEAR LIFE AND TRANSACTION FEES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to purchase 2 kiosks from Howard Enterprise at a cost of \$18,793.00 per kiosk, the best of two quotes based on three year life and transaction fees” is enumerated, this consent item is thereby approved.

	Howard	US Payments	
Initial Equip Purchases (2 Kiosks)	\$ 37,586.00	\$ 19,416.00	
Estimated Annual Transaction Costs			
<u>3,500 transactions per month</u>	<u>\$ -</u>	<u>\$ 21,000.00</u>	*\$0.50/transaction
<u>Total Estimated 3-Year Costs</u>	<u>\$ 37,586.00</u>	<u>\$ 82,416.00</u>	

31. REQUEST AUTHORIZATION TO IMPLEMENT THE POWER SUPPLY CONTRACT AND DISTRIBUTED GENERATION AMENDATORY AGREEMENT (INTERCONNECT AGREEMENT) BETWEEN EDR COLLEGEVIEW AND CITY OF STARKVILLE.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval to implement the Power Supply Contract and Distributed Generation Amendatory Agreement (Interconnect agreement) between EdR Collegeveiw and City of Starkville” is enumerated, this consent item is thereby approved.

POWER SUPPLY CONTRACT

Date: April 1, 2019

Contract No.

THIS CONTRACT, made and entered into by and between EDR COLLEGE VIEW MS LLC, a Delaware limited liability company (the "Customer"); and CITY OF STARKVILLE, MISSISSIPPI (the "Distributor"), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

WITNESSETH:

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

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

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

ARTICLE 1 SCOPE

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

ARTICLE 2 RULES AND REGULATIONS

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

ARTICLE 3
EFFECTIVE DATE, TERM AND TERMINATION

3.1 - Effective Date

This Contract shall become effective as of 0000 hours Central Prevailing Time on January 1, 2019.

3.2 - Term and Termination of Contract

Contract shall continue in effect for an initial term of five years and may be terminated by either party following one (1) year written notice to the other party. Such one (1) year notice to terminate can be given at any time following year five (5) of the initial term.

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

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

ARTICLE 4
AVAILABILITY OF POWER

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

Firm Contract Demand: 1500 kW

ARTICLE 5
RATES

Attached hereto and hereby made a part hereof is Distributor's General Power Rate, Schedule GSA-3, which is Distributor's currently effective standard rate schedule applicable to customers contracting for electric service above 1,000 kW and below 5,001 kW demand. The power and energy made available for Customer hereunder shall be purchased and paid for by Company in accordance with the provisions of said rate schedule, as modified or replaced from time to time by agreement between Distributor and TVA, except that the paragraph headed "Seasonal Service" shall be of no force and effect

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

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

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

ARTICLE 6 CONDITIONS OF DELIVERY

6.1 - Delivery Point

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

- (a) Secondary terminals at each of Distributor's pad mounted transformers, pole mounted transformers and enclosure mounted transformers and Customer's respective service entrance conductors.

6.2 - Delivery Voltage and Frequency

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

6.3 - Phase Balancing

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

6.4 - Protective Equipment

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

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

6.5 - Facilities

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

6.6 - Distributed Generation

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

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

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

6.7 - Metering

6.7.1 1 Determination of Power and Energy. Distributor shall be responsible for the installation and maintenance of the meters and associated equipment which in Distributor's judgment are needed to determine the amounts of power and energy used by Customer.

6.7.2 – Should Metering changes and/or circuits for remote access be necessary for customer to take advantage of special rates, customer shall reimburse Distributor for all cost associated with metering changes/additions. Customer shall reimburse Distributor for all initial or recurring communication charges.

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

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

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

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

ARTICLE 7 ASSIGNMENT OF CONTRACT

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

ARTICLE 8 WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

ARTICLE 9 PREVIOUS ARRANGEMENTS

Any effective Power Supply Contracts are hereby terminated as of the Effective Date of this Contract.

ARTICLE 10
DUPLICATE ORIGINALS

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

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

EDR COLLEGE VIEW MS LLC

By: 
Name: BOB EARWOOD
Title: SB. MANAGING DIRECTOR

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Title: _____

**DISTRIBUTED GENERATION
AMENDATORY AGREEMENT
To
POWER SUPPLY CONTRACT
Between
EDR COLLEGE VIEW MS LLC
And
CITY OF STARKVILLE, MISSISSIPPI**

Date: _____ Contract No. _____ Supp. No. 1

THIS AGREEMENT, made and entered into by and between **EDR COLLEGE VIEW MS LLC**, a Delaware limited liability company (Company), and **CITY OF STARKVILLE, MISSISSIPPI** (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

W I T N E S S E T H:

WHEREAS, Company will purchase power from Distributor under a power supply contract for the operation of Company's facility near Starkville, Mississippi; and

WHEREAS, Company wishes to interconnect and operate distributed generation and related equipment (Distributed Generation) in parallel with the Distributor's electric system (System); and

WHEREAS, the parties wish to supplement and amend the Power Supply Agreement in the respects necessary to provide for such interconnection and parallel operation of Distributed Generation by Company during the term of this Agreement;

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

**ARTICLE 1
SCOPE**

Company desires to interconnect and operate Distributed Generation in parallel with the Distributor's System. Accordingly, Company shall construct, operate and maintain Distributed Generation in accordance with this Agreement. Net metering or sale of surplus power from the Company's Distributed Generation to the Distributor is not permissible under this Agreement.

ARTICLE 2

TERM AND TERMINATION

Agreement shall continue in effect for an initial term of five years from the Effective Date (the "Initial Term". At the end of the Initial Term, this Agreement shall automatically renew on a year to year basis (each a "Renewal Term"), unless this Agreement is terminated by either party providing the other with written notice of termination at least six (6) month prior to the end of the Initial Term or any Renewal Term.

In the event this Agreement is terminated, the Distributor shall have the right to disconnect its facilities or direct the Company to disconnect its Distributed Generation.

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

ARTICLE 3

INTERCONNECTION PROCEDURES

The interconnection, tests, operations and maintenance of Company's Distributed Generation shall be in accordance with the terms of this Agreement, the Distributor's Procedures for Interconnection and Parallel Operation of Distributed Generation (Interconnection Procedures), as amended, supplemented, or replaced, attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of the Interconnection Procedures and the other provisions of this Agreement, the latter shall control.

ARTICLE 4

INDUSTRY CODES AND STANDARDS

All construction, interconnection, tests, operations and maintenance will conform to the latest edition of the following codes and standards (Codes and Standards), all of which are incorporated herein by reference:

- (a) IEEE Standard 519 "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems"
- (b) IEEE Standard 1547, "IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems"
- (c) IEEE Standard 1547.1, "IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems"

(d) UL Standard 1741, "Inverters, Converters and Controllers for Use in Independent Power Systems"

(e) NFPA 70, "National Electrical Code"

ARTICLE 5

GENERAL RESPONSIBILITIES OF THE PARTIES

5.1 Application. Company shall make written application for interconnection and parallel operation of Distributed Generation with the Distributor's System. Distributor will conduct a review of the proposed generation and related equipment, in accordance with the Distributor's Interconnection Procedures, based on one of the following conditions:

5.1.1 **Fast-Track Screening.** Distributed Generation has been certified as meeting the Codes and Standards and has passed the Fast Track Screening Process, or

5.1.2 **Study.** Distributor, in agreement with Company, has conducted additional engineering evaluations or detailed impact studies, and where necessary, any System upgrades or changes identified by these additional studies have been implemented, and Company has paid Distributor for such changes.

5.2 Installation, Operation and Maintenance. Company agrees to construct, interconnect, test, operate and maintain the Distributed Generation in accordance with the Interconnection Procedures and the latest edition of the Codes and Standards referenced in Article 4 above.

Company, and not Distributor, shall be solely responsible for all legal and financial obligations arising from the design, construction, tests, operations, and maintenance of the Distributed Generation. Company, at Company's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the design, construction, operation and maintenance of the Distributed Generation.

5.3 Disconnect Switch. Company shall provide all materials, labor and equipment necessarily to deliver the output of the Distributed Generation to the Distributor's System. Interconnection points shall be made at locations and in a manner required by the Distributor. The Company shall furnish, install, and maintain, at Company's expense, a disconnect device accessible to the Distributor which in function will disconnect and isolate the Company's Distributed Generation from the Distributor's System. This device shall be lockable, with visible load break to isolate the output of the Distributed Generation from the Distributor's System.

5.4 Startup and Testing. After installation, the Company shall certify in writing to the Distributor that the Distributed Generation has been constructed and tested in accordance with the Codes and Standards, and concurrently, provide the Distributor Company's test reports substantiating the Certification and Company's routine testing schedule for the Distributed Generation. Prior to parallel operation, the Distributor may inspect the Distributed Generation for compliance with the Codes and Standards, the Distributor's Interconnection Procedures and this Agreement. Distributor's inspection may include a witness test.

Company shall not interconnect or operate Distributed Generation in parallel with Distributor's System until Distributor has received testing certification and substantiation from the Company, has conducted an onsite inspection and witnessed any required commissioning test or waived such test, and has given Company written authorization to proceed with parallel operation.

5.5 Power Quality. The Company's Distributed Generation output waveform shall be 60 hertz, sinusoidal, and free of harmonic components or fluctuations that may interfere with the quality of electric service to other Distributor consumers. Determination of interference shall be made by the Distributor consistent with the Codes and Standards and the Distributor's Rules and the Regulations.

5.6 Protective Devices. The Company shall provide the protective equipment necessary to disconnect the Company's Distributed Generation from the Distributor's System in the event of disturbances, faults, normal or abnormal operations on the Distributor's System, a fault on the Company's Distributed Generation, or any outage of the Distributor's System. All protective equipment and relay settings necessary for the protection of the Distributor's System shall be satisfactory to the Distributor, consistent with generally accepted or prevailing standards in the electric utility industry, prior to the connection and operation of the Company's Distributed Generation in parallel with the Distributor's System.

The Company shall be solely responsible for protecting its Distributed Generation from damage from the normal and abnormal conditions and operations resulting from connection to and parallel operation of the Company's Distributed Generation with the Distributor's System.

5.7 Routine Testing. The Company shall be responsible for ensuring that the Distributed Generation is inspected, maintained, and tested on an ongoing basis in accordance with the testing schedule provided to the Distributor by the Company to ensure that it is operating correctly and safely. Distributor will have the right to request and receive copies of the test results.

ARTICLE 6 **ACCESS TO PREMISES**

Distributor may enter Company's premises without prior notice at any reasonable time for the purpose of (a) inspecting the Company's equipment, facilities or apparatus to insure their safe operation (b) disconnecting, at any time, without notice, the Distributed Generation if, in Distributor's sole opinion, a hazardous condition exists and that immediate action is necessary to protect persons, or Distributor's facilities, or property of others from damage or interference caused by (1) Company's Distributed Generation, or (2) Company's failure to comply with the requirements of this Agreement.

ARTICLE 7

INTERRUPTION

7.1 Isolation. Distributor may require Company to isolate its Distributed Generation: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of Distributor's equipment or part of Distributor's System; or (b) if Distributor determines that isolation is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

7.2 Disconnection. Notwithstanding any other provision of this Agreement, if at any time Distributor, in its sole discretion, determines that either (a) the Distributed Generation may endanger Distributor personnel or members of the general public, or (b) the continued operation of Company's Distributed Generation may impair the integrity of Distributor's System, Distributor expressly reserves the right to disconnect, isolate and lock-out Company's Distributed Generation from Distributor's System. Company's Distributed Generation shall remain disconnected until such time as Distributor is satisfied that the condition(s) referenced in (a) or (b) of this paragraph have been corrected, and Distributor shall not be obligated to compensate Company for any loss of use of generation of energy during any and all periods of such disconnection.

7.3 Notification. The Distributor shall inform the Company in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

7.4 Reconnection. In the event of separation from the Company's Distributed Generation by the Distributor, Company shall not reconnect Company's Distributed Generation to the Distributor's System without specific permission to do so by the appropriate authorities of the Distributor. In no event will reconnection occur until the Distributor believes it has received adequate assurance that no conditions that may give rise to separation exist.

ARTICLE 8

MODIFICATIONS TO DISTRIBUTED GENERATION

If the Distributed Generation is subsequently modified in order to increase its gross power rating or any components are changed, the Company must provide Distributor with written Application in accordance with the Distributor's Interconnection Procedures. Distributor shall review the proposed modifications in accordance with the Interconnection Procedures as described in Article 5 above.

ARTICLE 9

INSURANCE

Distributor requires that the Company maintain, in full force and effect for the entire term of this Agreement, the following levels of Liability Insurance for Personal Injury and Property damage during the entire term of this Agreement:

- (a) Generation up to 10 kW. Company maintains an amount of not less than \$250,000 per occurrence. An owner's policy that provides at least this level of coverage is acceptable for meeting the insurance requirement of this Agreement.
- (b) Generation 10 kW or greater. Company maintains an amount of not less than \$1,000,000 per occurrence.

Company shall provide Distributor a Certificate of Insurance prior to commencing operation and on an annual basis thereafter.

ARTICLE 10

INDEMNITY

Company agrees to release, indemnify, and save harmless Distributor, and its agents and employees from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, or loss of life or property, sustained by Company, Company's agents and family, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of Company's Distributed Generation. The obligations of this section shall survive termination of this Agreement.

ARTICLE 11
RATIFICATION OF POWER SUPPLY CONTRACT

The Power Supply Contract, as amended by this Agreement, is ratified and confirmed as the continuing obligation of the parties.

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

EDR COLLEGE VIEW MS LLC

By: _____

Name: _____

Title: _____

Bob Earnwood
BOB EARNWOOD
SR. MANAGING DIRECTOR

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title: _____

32. REQUEST AUTHORIZATION TO COMMIT REQUIRED MATCHING FUNDS IN THE AMOUNT OF ONE HUNDRED, FIFTY-NINE THOUSAND, FOUR HUNDRED FIFTY DOLLARS (\$159,450) TO BE DERIVED FROM STARKVILLE UTILITIES UPON APPROVAL OF TRIM CANE SEWAGE LIFT STATION IMPROVEMENTS PROJECT BY THE MISSISSIPPI DEVELOPMENT AUTHORITY AND THE APPALACHIAN REGIONAL COMMISSION (ARC).

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the May 7, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution declaring the commitment of required match of \$159,450 (35%) to be derived from Starkville Utilities upon approval of Trim Cane Sewage Lift Station Improvements Project by the MS Development Authority and the Appalachian Regional Commission” is enumerated, this consent item is thereby approved.

**A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN ARC FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI APPALACHIAN REGIONAL COMMISSION (ARC)
PROGRAM**

WHEREAS, the State of Mississippi has funds available under the Mississippi Appalachian Regional Commission (ARC) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Appalachian Regional Commission; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage ARC Area Development funds with other funds in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that City of Starkville does hereby commit the required match of \$159,450 (35%) to be derived from Starkville Utilities to leverage said ARC funds for the proposed ARC area development infrastructure improvements which will re-construct the failing Trim Cane Sewage Lift Station.

SO ORDERED, THIS 7TH DAY OF MAY 2019, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

D. Lynn Spruill, Mayor

ATTEST: _____
Lesa Hardin, City Clerk

(SEAL)

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new Police Dispatcher Aribriuna Martin.

Chief Nichols, at the invitation of Mayor Spruill, invited the Board and public to a Police Officer Memorial Ceremony to be held May 14, 2019 at 10 a.m. in front on the Police Station on Lampkin Street.

BOARD OF ALDERMEN COMMENTS:

Vice Mayor Perkins asked that staff refrain from placing any documents on the Board table just prior to meetings.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, uses his Bible as a daily guide. He takes daily medication which he is able to walk to a pharmacy and obtain. He is concerned how he will get his medicines and groceries if Pecan Acres is relocated. He asked that the City look at the sidewalks on Dr Douglas L. Conner Drive as to any repairs that can be made.

John Tolliver, 26 Choctaw Road, stated he is against the relocation of Pecan Acres. He also inquired as to the proposed 1% Referendum vote on May 30, and the proposed plans for the new Park.

Jayliss Outlaw, Mayor's Youth Council thanked the Mayor and Board for a good year and noted several of the years' activities.

PUBLIC APPEARANCE:

Julie Baca of Oktibbeha Drive spoke to the concerns of Airbnb in residential districts and the effects on neighborhood safety and security. She asked that the City regulate these in the near future.

PUBLIC HEARINGS:

PUBLIC HEARING ON ORDINANCE 2007-06, CITY OF STARKVILLE CODE CHAPTER 2, ADMINISTRATION, ARTICLE VI SECTION 2-164 AMENDING THE BOARD OF ADJUSTMENTS AND APPEALS PROCESS TO ALLOW FOR RE-APPOINTMENT OF SITTING BOARD MEMBER IF APPLICATIONS FOR POSITIONS REMAIN UNFILLED AFTER ADVERTISING PERIOD HAS EXPIRED.

Mayor Spruill introduced the item. On April 18, 2017 the Board of Aldermen called for a public hearing to amend the City of Starkville ordinance Chapter 2, Administration, Article VI. Section 2-164. In subsequent meetings those public hearings were never held and that ordinance was not changed. The circumstances surrounding the change were that there were no applicants to fill vacant positions. As there are and will be upcoming vacancies and since that possibility remains we are bringing forward the revision to reflect a reappointment of a sitting board member after the advertisement by the city has had no applications in the time frame allotted.

The Mayor then opened the Public Hearing and called for public comments.

Current Ordinance

Chapter 2 – Administration, Article VI. - Board of Adjustments and Appeals

Sec. 2-164. - Terms of office.

The members of the board of adjustments and appeals shall be appointed for staggered terms of four years, with reappointment possible after one year's absence from the board. In order to increase the membership from five to seven members and to continue staggered membership terms, the new members' shall be appointed to serve three-years for their respective first terms.

(Ord. No. 2007-6, § II, 8-21-07)

Proposed Ordinance

Chapter 2 – Administration, Article VI. - Board of Adjustments and Appeals

Sec. 2-164. - Terms of office.

The members of the board of adjustments and appeals shall be appointed for staggered terms of four years, with reappointment possible after one year's absence from the board. The one year absence period shall be waived if no other

~~qualified applicants for the seat are received during the advertising period. In order to increase the membership from five to seven members and to continue staggered membership terms, the new members' shall be appointed to serve three years for their respective first terms.~~

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

PUBLIC HEARING ON CU 19-03: A REQUEST FOR CONDITIONAL USE TO ALLOW FOR RESIDENTIAL DWELLING UNITS AS PART OF A PROPOSED MIXED USE DEVELOPMENT LOCATED APPROXIMATELY 1700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ON THE NORTHSIDE OF LYNN LANE IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 2011-00-013.00.

Emily Corban presented the request. The applicant is seeking a conditional use to place a mixed use building on the property. The building is proposed to have commercial units downstairs and 4 residential units upstairs. In a future phase, another residential building may be placed on the property and/or a third story may be added for an additional 4 residential units for a total of 8 residential units. The property is zoned C-2 and in order to construct a "dwelling, multi-family", a conditional use is required per the City of Starkville's Permitted and Conditional Use Chart.

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

The applicant's representative, Jason Pepper, spoke as to access to the location.

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

33. CONSIDERATION OF CU 19-03 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR RESIDENTIAL DWELLING UNITS AS PART OF A PROPOSED MIXED USE DEVELOPMENT LOCATED APPROXIMATELY 1700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ON THE NORTHSIDE OF LYNN LANE IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 2011-00-013.00.

Alderman Walker, duly seconded by Alderman Carver, offered a motion to approve CU 19-03 to allow for residential dwelling units in a mixed use development with one condition:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.

The Board voted as follows:

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

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

PUBLIC HEARING ON CU 19-04 A CONDITIONAL USE REQUEST BY LEE AND JENNIFER CARSON TO ALLOW FOR A BED AND BREAKFAST INN TO BE LOCATED WITHIN AN EXISTING HOME AT 607 OLD WEST POINT ROAD IN A R-E ZONE WITH THE PARCEL NUMBER 117L-00-001.00.

Emily Corban presented the request. The applicant is seeking a Conditional Use to allow for a bed and breakfast to operate at 607 Old West Point Road. The property is zoned R-E and in order to construct a "Bed and Breakfast Inn", a conditional use is required per the City of Starkville's Permitted and Conditional Use Chart.

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

The applicant, Lee Carson, spoke of the history of the home.

Francis McDavid, resident of the neighborhood, expressed gratitude that the home is being restored and repurposed rather than destroyed. She asked that curfew, noise and traffic laws be observed however.

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

34. CONSIDERATION OF CU 19-04 A CONDITIONAL USE REQUEST BY LEE AND JENNIFER CARSON TO ALLOW FOR A BED AND BREAKFAST INN TO BE LOCATED WITHIN AN EXISTING HOME AT 607 OLD WEST POINT ROAD IN A R-E ZONE WITH THE PARCEL NUMBER 117L-00-001.00.

Alderman Walker, duly seconded by Alderman Carver, offered a motion to approve CU 19-04 to allow a bed and breakfast inn to operate at 607 Old West Point Road with one condition:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.

The Board voted as follows:

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

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

PUBLIC HEARING ON CU 19-05 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE LOCATED AT 1605 SAND ROAD IN AN R-5 ZONE WITH THE PARCEL NUMBER 105-16-023.01.

Emily Corban presented the request. The applicant is seeking a Conditional Use to place a mobile home on the subject property. The property is zoned R-5 and in order to place a "mobile home", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. This property is located on 16th Section land owned by Starkville Oktibbeha School District.

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

The applicant, Diane Jordan, spoke of the need for the conditional use.

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

35. CONSIDERATION OF CU 19-05 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE LOCATED AT 1605 SAND ROAD IN AN R-5 ZONE WITH THE PARCEL NUMBER 105-16-023.01.

Alderman Vaughn, duly seconded by Alderman Carver, offered a motion to approve CU 19-05 to allow for a mobile home at 1605 Sand Road. The Board voted as follows:

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

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

PUBLIC HEARING ON RZ 19-02 A REQUEST BY CARPENTER COURT 2019, LP TO REZONE ONE SPLIT ZONED PARCEL FROM C-1 BUSINESS AND R-5 RESIDENTIAL TO R-5 RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOUISVILLE STREET AND SAND ROAD WITH THE PARCEL NUMBER 105B-00-001.05.

Emily Corban presented the request. The applicant is seeking to rezone from C-1 Business and R-5 Residential to R-5 Residential 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.

The applicant was not present.

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

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

36. CONSIDERATION OF RZ 19-02 A REQUEST BY CARPENTER COURT 2019, LP TO REZONE ONE SPLIT ZONED PARCEL FROM C-1 BUSINESS AND R-5 RESIDENTIAL TO R-5 RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOUISVILLE STREET AND SAND ROAD WITH THE PARCEL NUMBER 105B-00-001.05.

Alderman Carver, duly seconded by Alderman Walker, offered a motion to table the consideration of RZ 19-02 until the applicant can be present to answer questions. The Board voted as follows:

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

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

PUBLIC HEARING ON RZ 19-03 A REQUEST BY SAPERIOR PATTON TO REZONE ONE PARCEL FROM R-1 SINGLE FAMILY TO R-6 MOBILE HOMES LOCATED +- 250 WEST OF THE INTERSECTION OF ROCKHILL ROAD AND BUTLER ROAD WITH THE PARCEL NUMBER 115-22-001.00.

Emily Corban presented the request. The applicant is seeking to rezone from R-1 to R-6 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.

The applicant, Saperior Patton, asked that the rezoning be approved so that her mother could live near her original home.

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

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

37. CONSIDERATION OF RZ 19-03 A REQUEST BY SAPERIOR PATTON TO REZONE ONE PARCEL FROM R-1 SINGLE FAMILY TO R-6 MOBILE HOMES LOCATED +- 250 WEST OF THE INTERSECTION OF ROCKHILL ROAD AND BUTLER ROAD WITH THE PARCEL NUMBER 115 -22-001.00.

Alderman Perkins, duly seconded by Alderman Sistrunk, offered a motion to approve RZ-03 to rezone one parcel from R-1 to R-6 located +- 250 west of the intersection of Rockhill Road and Butler Road based on change in condition and public need with one condition: Only one mobile home will be allowed on the property.

The Board voted as follows:

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

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

38. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE FOUNDATION FOR PUBLIC EDUCATION TO HOLD THE 2019 HANNAH POTE RUN FOR EDUCATION AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES FROM 5:30 AM TO 10:30 AM ON AUGUST 24, 2019.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve a Special Event request by Starkville Foundation for Public Education to hold the 2019 Hannah Pote Run for Education and have City participation with in-kind services from 5:30 am to 10:30 am on August 24, 2019, with the condition that insurance be provided twenty (20) days prior to the event. The Board voted as follows:

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

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

39. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 30, 2019 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. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent

Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 743,506.05
Airport Fund	015	19,192.97
Sanitation	022	57,850.93
Landfill	023	2,140.52
Computer Assessments	107	3,026.23
Industrial Park Bond	303	69,769.08
Public Improvement Bonds	319	280,831.37
Park and rec Tourism	375	1,311.25
Sub Total Before Utilities		\$ 1,177,627.40
Utilities Dept.	SED	1,218,729.89
Total Claims	Total	\$ 2,396,357.29

40. CONSIDERATION TO HIRE JODI HOGUE AS A MUNICIPAL COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Alderman Carver, duly seconded by Alderman Walker, offered a motion to hire Jodi Hogue as Municipal Court Clerk at Salary Grade 13, \$46,500, with a six month probationary period. The Board voted as follows:

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

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

41. REQUEST APPROVAL TO ADVERTISE FOR A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to advertise for a Deputy Court Clerk in the Municipal Court Department. The Board voted as follows:

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

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

42. 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 Walker, seconded by Alderman Carver, 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: Absent
Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

43. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of pending litigation relating to the Starkville Cemetery Trust and the job performance of a Starkville Police Officer and a Starkville Utilities Employee. Following a second by Alderman Walker, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and 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 pending litigation relating to the Starkville Cemetery Trust and the job performance of a Starkville Police Officer and a Starkville Utilities Employee. At this time, the Board entered Executive Session.

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

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

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

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

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

45. MOTION TO SUPPORT THE RECOMMENDATION OF THE POLICE CHIEF.

Alderman Perkins, duly seconded by Alderman Carver, offered a motion to approve the recommendation of the Police Chief to suspend Officer Shumaker for two days without pay and to place him on six months' probation. The Board voted as follows:

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

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

46. MOTION TO RECESS UNTIL MAY 21, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until May 21, 2019 @ 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: Absent
Alderman Jason Walker	Voted: Yea
Alderman Ward Five	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)