

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN**

**The City of Starkville, Mississippi
September 21, 2010**

Be it remembered that the Mayor and Board of Alderman met in a recess meeting on September 21, 2010 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

REQUESTED REVISIONS OF THE OFFICIAL AGENDA

Alderman Jeremiah Dumas requested the following changes to the Official Agenda

Add to Consent; item IX-A consideration of the approval of the grant for the Alternative Fuel Project for the join City, County, and Mississippi State University State Energy Program Grant

Add to Consent; item X-A consideration of the waiver of the Banner Permit fees for the Homecoming Banner Competition

Add to Consent; item X-M consideration of the approval of the Bulldog Bash special event request and the request for in-kind services in the amount of \$7,954.00

Add to Consent; item XI-B-1 consideration to approve Planning and Zoning item FP10-06: A request by Mr. Davey McReynolds for approval of "Vine Street Cove Subdivision" A Preliminary/Final Subdivision Plat in an R-2 (Single-Family/Duplex) Zoning District located at 502 and 504 Vine Street in Ward 7 with 8 conditions as recommended by city staff

Alderman Eric Parker requested the following changes to the Official Agenda

Add to Official Agenda and to Consent; item X-N approval of the 2 mil downtown tax levy for fiscal year 2010 - 2011

1.

**A MOTION TO APPROVE
THE OFFICIAL AGENDA AS REVISED**

There came for consideration the matter of approving and adopting the September 21, 2010 Official Agenda of the Recess Meeting of the Mayor and Board of Alderman. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve the September 21, 2010 Official Agenda as modified with items listed as consent, the Board voted unanimously in favor of the motion.

Having received no objections to consent items, the Mayor declared consent items approved.

**OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE**

**CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, SEPTEMBER 21, 2010
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET**

PROPOSED CONSENT AGENDA ITEMS ARE NOTED ### AND PROVIDED AS
APPENDIX A ATTACHED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

- A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA (SEE APPENDIX A)

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

- A. REQUEST CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE BOARD OF ALDERMEN HELD ON AUGUST 23, 2010.

V. ANNOUNCEMENTS AND COMMENTS

MAYOR'S COMMENTS:

ANNOUNCEMENT OF THE PUBLIC HEARING ON THE LOUISVILLE STREET WIDENING PROJECT TO BE HELD ON SEPTEMBER 28, 2010, FROM 5:30 TO 6:30 P.M. IN THE SPORTSPLEX BOARD ROOM LOCATED AT 405 LYNN LANE.

INTRODUCTION OF A NEW EMPLOYEE:

JUSTIN MITCHELL – CUSTODIAN AT CITY HALL

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

- A. PRESENTATION BY CATHERINE STUBBS ON THE ACTIVITIES OF THE HOMECOMING EVENT AND THE REQUEST FOR BANNERS AND A PERMIT FEE WAIVER.
- B. PRESENTATION BY JENNIFER GREGORY REQUESTING APPROVAL FOR THE PROPOSALS FOR THE MATCHING BEAUTIFICATION FUNDS.

VIII. PUBLIC HEARING

- A. FIFTH PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE NUMBER 2008-10 AND THE CITY OF STARKVILLE CODE OF ORDINANCES TO PROVIDE FOR EXPANDED ENUMERATED USERS FOR CITY RIGHTS-OF-WAY, GUIDELINES AND PERMITTING PROCESSES FOR SAID USERS, AMORTIZATION OF NON-CONFORMING SIGNS AND OTHER MINOR REVISIONS AND CLARIFICATIONS.
- B. FIRST PUBLIC HEARING ON AMENDING THE SIDEWALK ORDINANCE 2009-7 AND THE CITY OF STARKVILLE CODE OF ORDINANCES TO ALLOW FOR VARIANCES AND AN APPEAL PROCESS.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF THE GRANT FOR THE ALTERNATIVE FUEL PROJECT FOR THE JOINT CITY, COUNTY AND MSU STATE ENERGY PROGRAM GRANT.
- B. CONSIDERATION OF THE APPROVAL OF THE CONTRACT AMENDMENT WITH GARY SHAFER FOR THE ARCHITECTURAL SERVICES FOR THE PROPOSED MUNICIPAL COMPLEX.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF THE WAIVER OF THE BANNER PERMIT FEES FOR THE HOMECOMING BANNER COMPETITION.
- B. CONSIDERATION OF ADVERTISING FOR REQUESTS FOR QUALIFICATIONS (RFQ) FOR A TRAFFIC EVALUATION AND RIGHT OF WAY STUDY FOR SOUTH MONTGOMERY STREET.
- ### C. CONSIDERATION OF A RESOLUTION TO ADOPT A FAIR HOUSING POLICY FOR THE CITY OF STARKVILLE, MISSISSIPPI.
- ### D. CONSIDERATION OF A RESOLUTION ADOPTING MINORITY/WOMEN BUSINESS GOALS AND OBJECTIVES.
- ### E. CONSIDERATION OF A RESOLUTION ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE CITY OF
- ### F. CONSIDERATION OF CERTIFYING THAT THE REQUIREMENTS FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM HAVE BEEN MET.
- ### G. CONSIDERATION OF APPROVING THE MINUTES OF THE CITY OF STARKVILLE 2010 HOME INITIAL PUBLIC HEARING HELD ON SEPTEMBER 2, 2010.
- ### H. CONSIDERATION OF A RESOLUTION STATING THAT THE CITY OF STARKVILLE WILL COMPLY WITH THE SELECTION PROCESS FOR THE 2010 HOME APPLICATION PROCESS.
- I. CONSIDERATION OF AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE NUMBER 2008-10 AND THE CITY OF STARKVILLE CODE OF ORDINANCES TO PROVIDE FOR EXPANDED ENUMERATED USERS FOR CITY RIGHTS-OF-WAY, GUIDELINES AND PERMITTING PROCESSES FOR SAID USERS,

AMORTIZATION OF NON-CONFORMING SIGNS AND OTHER
MINOR REVISIONS AND CLARIFICATIONS.

- ### J. CONSIDERATION TO AUTHORIZE THE COMMISSION ON
DISABILITY TO PROVIDE TECHNICAL ASSISTANCE FOR THE
CITY'S ADA SELF-EVALUATION AND TRANSITION PLAN FOR
CITY FACILITIES, AS REQUIRED BY TITLE II OF THE AMERICAN
DISABILITIES ACT OF 1990 AND SECTION 504 OF THE
REHABILITATION ACT OF 1973.
- ### K. CONSIDERATION OF THE APPROVAL OF THE PROPOSAL FOR
THE MATCHING BEAUTIFICATION COMMITTEE FUNDING
EXPENDITURE.
- L. UPDATE ON THE STATUS OF CARVER DRIVE DITCH
- M. CONSIDERATION OF THE APPROVAL OF THE BULLDOG BASH
SPECIAL EVENT REQUEST AND THE REQUEST FOR IN-KIND
SERVICES IN THE AMOUNT OF \$7,954.00.

XI. DEPARTMENT BUSINESS

- ### A. AIRPORT
 - 1. REQUEST APPROVAL TO ACCEPT THE 2010 MDOT
GRANT OFFER IN REFERENCE TO THE FAA AIP 3-38-0068-
015-2010, IN THE AMOUNT OF \$7,655, AND WITH
AUTHORIZATION FOR THE MAYOR TO SIGN SAID
GRANT.
- B. BUILDING, CODES AND PLANNING DEPARTMENT
 - 1. CONSIDERATION TO APPROVE P&Z ITEM #FP10-06: A
REQUEST BY MR. DAVEY MCREYNOLDS FOR APPROVAL
OF "VINE STREET COVE SUBDIVISION" A
PRELIMINARY/FINAL SUBDIVISION PLAT IN AN R-2
(SINGLE-FAMILY/DUPLEX) ZONING DISTRICT LOCATED
AT 502 & 504 VINE STREET IN WARD 7.
- ### C. OFFICE OF THE CITY CLERK
 - 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE
CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE
FIRE DEPARTMENT AS OF OCTOBER 16, 2010.
 - 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR
PERIOD ENDING AUGUST 31, 2010, IN ACCORDANCE
WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972
ANNOTATED.
- D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA
- ### E. ELECTRIC DEPARTMENT
 - 1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS
FOR THE PURCHASE OF TWO 15 KV PAD MOUNTED
SWITCHGEAR UNITS TO BE INSTALLED IN THE
RESEARCH AND DEVELOPMENT PARK ON HIGHWAY 182
EAST.

*****2. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN TVA/SED ELECTRICAL POWER CONTRACTS WITH SOUTHWIRE, INC.

F. ENGINEERING AND STREETS

THERE ARE NO ITEMS FOR THIS AGENDA

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. PERSONNEL

1. REQUEST APPROVAL OF THE JOB DESCRIPTION FOR THE HEAD OF CITY OF STARKVILLE ELECTRIC DEPARTMENT AND AUTHORIZATION TO ADVERTISE FOR SAID POSITION.

2. REQUEST AUTHORIZATION TO HIRE DON GUNN JR. AS A SANITATION LABORER

I. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. PUBLIC SERVICES

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST CONSIDERATION OF ADVERTISING FOR REQUESTS FOR PROPOSALS FOR THE CITY OF STARKVILLE CURBSIDE RECYCLING PROGRAM.

*****2. REQUEST APPROVAL OF THE LOWEST AND BEST BID FOR THE 25-YARD REAR LOADING SANITATION TRUCKS.

*****### 3. REQUEST AUTHORIZATION FOR THE ADVERTISEMENT OF AN EIGHT (8) YARD REAR LOADING REFUSE TRUCK WITH A LEASE TO PURCHASE CONTRACT WITH FULL WARRANTY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

B. PERSONNEL

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 5, 2010 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Ben Griffith, at (662) 323-2525, ext. 119 at least forty-eight (48) hours in advance for any services requested.

**APPENDIX A
PROPOSED CONSENT AGENDA**

IX. MAYOR'S BUSINESS – NO ITEMS

X. BOARD BUSINESS

- C. CONSIDERATION OF A RESOLUTION TO ADOPT A FAIR HOUSING POLICY FOR THE CITY OF STARKVILLE, MISSISSIPPI.
- D. CONSIDERATION OF A RESOLUTION ADOPTING MINORITY/WOMEN BUSINESS GOALS AND OBJECTIVES.
- E. CONSIDERATION OF THE ADOPTION OF AN AFFIRMATIVE MARKETING PLAN FOR THE CITY OF STARKVILLE, MISSISSIPPI.
- F. CONSIDERATION OF AUTHORIZING THE CERTIFICATION THAT THE REQUIREMENTS FOR THE HOME INVESTMENT PARTNERSHIPS PROGRAM HAVE BEEN MET.
- G. CONSIDERATION OF APPROVING THE MINUTES OF THE CITY OF STARKVILLE 2010 HOME INITIAL PUBLIC HEARING HELD ON SEPTEMBER 2, 2010.
- H. CONSIDERATION OF A RESOLUTION STATING THAT THE CITY OF STARKVILLE WILL COMPLY WITH THE SELECTION PROCESS FOR THE 2010 HOME APPLICATION PROCESS.
- J. CONSIDERATION TO AUTHORIZE THE COMMISSION ON DISABILITY TO PROVIDE TECHNICAL ASSISTANCE FOR THE CITY'S ADA SELF-EVALUATION AND TRANSITION PLAN FOR CITY FACILITIES, AS REQUIRED BY TITLE II OF THE AMERICAN DISABILITIES ACT OF 1990 AND SECTION 504 OF THE REHABILITATION ACT OF 1973.
- K. CONSIDERATION OF THE APPROVAL OF THE PROPOSAL FOR THE MATCHING BEAUTIFICATION COMMITTEE FUNDING EXPENDITURE.

XI. DEPARTMENT BUSINESS

- A. AIRPORT
 - 1. REQUEST APPROVAL TO ACCEPT THE 2010 MDOT GRANT OFFER IN REFERENCE TO THE FAA AIP 3-38-0068-015-2010, IN THE AMOUNT OF \$7,655, AND WITH AUTHORIZATION FOR THE MAYOR TO SIGN SAID GRANT.
- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
 - 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 16, 2010.
 - 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING AUGUST 31, 2010, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.
- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE PURCHASE OF TWO 15 KV PAD MOUNTED SWITCHGEAR UNITS TO BE INSTALLED IN THE RESEARCH AND DEVELOPMENT PARK ON HIGHWAY 182 EAST.
- F. ENGINEERING AND STREETS – NO ITEMS
- G. FIRE DEPARTMENT - NO ITEMS
- H. PERSONNEL
2. REQUEST AUTHORIZATION TO HIRE DON GUNN JR. AS A SANITATION LABORER.
- I. POLICE DEPARTMENT – NO ITEMS
- J. PUBLIC SERVICES – NO ITEMS
- K. SANITATION DEPARTMENT
1. REQUEST CONSIDERATION OF ADVERTISING FOR REQUESTS FOR PROPOSALS FOR THE CITY OF STARKVILLE CURBSIDE RECYCLING PROGRAM.
3. REQUEST AUTHORIZATION FOR THE ADVERTISEMENT OF AN EIGHT (8) YARD REAR LOADING REFUSE TRUCK WITH A LEASE TO PURCHASE CONTRACT WITH FULL WARRANTY.

CONSENT ITEMS 2 - 20

2.

**APPROVAL AUTHORIZING THE CITY OF STARKVILLE
TO PARTICIPATE IN AND TO SERVE AS THE GRANTEE
FOR THE MDA GRANT FOR THE CONVERSION OF
SELECTED CITY VEHICLES TO ALTERNATIVE FUEL USE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of the City of Starkville to participate in and serve as the Grantee for the MDA Grant for the conversion of selected city vehicles to alternative fuel use," is enumerated, this consent item is thereby unanimously approved.

MISSISSIPPI DEVELOPMENT AUTHORITY (MDA)
 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) ENERGY PROGRAM (ARRA SEP)
 AWARD AGREEMENT
 508 North West Street, 5th Floor (zip: 39201), Post Office Box 849 (zip: 39205)
 Jackson, Mississippi

<p>1. Recipient's Contact Information:</p> <p>Name: City of Starkville Address 1: 101 E. Lampkin Street Address 2: City: Starkville County: Oktibbeha Zip + Four: 39759-2944 Congressional District: Oktibbeha</p> <p>Tax ID: 64-6001082 DUNS Number: 95707444 CCR Number: TBD Fiscal Year End: TBD</p>	<p>2. Award Date: September 7, 2010</p> <p>3. Project Code: AR600 Grant Number: GT11-0910-0021</p> <p>4. Grant Identifier (Funding Source): ARRA SEP 2009 CFDA Number: 81.041 Federal Award Number: DE-EE0000192</p> <p>5. Ending Date: January 31, 2012</p> <p>6. Payment Method:</p>
<p>7. Project Description:</p> <p>Conversion of fleet vehicles</p>	<p>8. Recipient Point of Contact: Name: Mr. Parker Wiseman Title: Mayor Telephone Number: 662-323-4583 Email Address: cao@cityofstarkville.org</p> <p>9. The following funds are obligated: Federal: \$95,000.00</p>

10. Award Agreement

This Award Agreement is between MDA and Recipient (as shown in Section 1). The parties hereto intend to be legally bound and agree to the preceding and following mutual obligations:

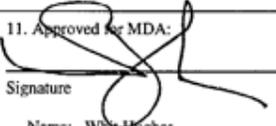
Recipient agrees to operate the program according to the policies, terms, conditions and provisions of the Grant Agreement, any amendments, certifications, SEP program guidelines and policy statements, and the MDA Sub-Recipient Manual. Recipient further agrees to adhere to all of the following requirements and restrictions: Department of Energy-NETL rules and regulations; Mississippi Development Authority; Mississippi Department of Finance and Administration rules and regulations; Certified Lobbying, Debarment, Suspensions and other Responsibility Matters; Drug Free Workplace; National Environmental Policy Act (NEPA); Nondiscriminatory Practices and applicable Labor Laws; MS Employment Protection Act; Davis Bacon Act and related labor law; all Office of Management and Budget Requirements (OMB Circular A-133, OMB Circular A-122, OMB Circular A-102); and protect whistleblowers and prompt referral to an appropriate inspector general.

The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions:

Funds cannot be expended until MDA certifies that the project is cleared according to the requirements of NEPA, National Historic Preservation Act, and other program requirements.

Recipient certifies that no work has begun on this project and agrees that no work will begin until such time as MDA clears the project pursuant to the requirement of NEPA, National Historic Preservation Act, and all other program requirements.

MDA agrees that, upon execution of the Grant Agreement, and in compliance with MDA's standard policies and procedures, it will disburse the funds listed in Section 9 above.

<p>11. Approved for MDA:</p> <p style="text-align: center;"> 9/7/10</p> <p>Signature _____ Date _____</p> <p>Name: White-Hughes Title: Deputy Director, MDA</p>	<p>12. Approved for Recipient:</p> <p>Signature _____ Date _____</p> <p>Name: _____ Title: _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------

MISSISSIPPI DEVELOPMENT AUTHORITY (MDA)
 AMERICAN RECOVERY AND REINVESTMENT ACT STATE ENERGY PROGRAM (ARRA SEP)
 AWARD AGREEMENT
 501 North West Street, 5th Floor (zip: 39201) / Post Office Box 849 (zip: 39205)
 Jackson, Mississippi

1. Recipient's Contact Information: Name: City of Starkville Address 1: 101 E. Lampkin Street Address 2: City: Starkville County: Oktibbeha Zip + Four: 39759-2944 Congressional District: Oktibbeha Tax ID: 64-6001082 DUNS Number: 95707444 CCR Number: TBD Fiscal Year End: TBD	2. Award Date: September 7, 2010
	3. Project Code: AR600 Grant Number: GT11-0910-0021
	4. Grant Identifier (Funding Source): ARRA SEP 2009 CFDA Number: 81.041 Federal Award Number: DE-EE0000192
	5. Ending Date: January 31, 2012
7. Project Description: Conversion of fleet vehicles	6. Payment Method:
	8. Recipient Point of Contact: Name: Mr. Parker Wiseman Title: Mayor Telephone Number: 662-323-4583 Email Address: cao@cityofstarkville.org
	9. The following funds are obligated: Federal: \$95,000.00

10. Award Agreement

This Award Agreement is between MDA and Recipient (as shown in Section 1). The parties hereto intend to be legally bound and agree to the preceding and following mutual obligations:

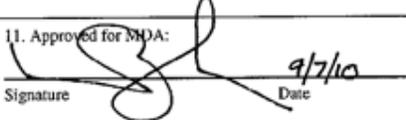
Recipient agrees to operate the program according to the policies, terms, conditions and provisions of the Grant Agreement, any amendments, certifications, SEP program guidelines and policy statements, and the MDA Sub-Recipient Manual. Recipient further agrees to adhere to all of the following requirements and restrictions: Department of Energy-NETL rules and regulations; Mississippi Development Authority; Mississippi Department of Finance and Administration rules and regulations; Certified Lobbying, Debarment, Suspensions and other Responsibility Matters; Drug Free Workplace; National Environmental Policy Act (NEPA); Nondiscriminatory Practices and applicable Labor Laws; MS Employment Protection Act; Davis Bacon Act and related labor law; all Office of Management and Budget Requirements (OMB Circular A-133, OMB Circular A-122, OMB Circular A-102); and protect whistleblowers and prompt referral to an appropriate inspector general.

The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions:

Funds cannot be expended until MDA certifies that the project is cleared according to the requirements of NEPA, National Historic Preservation Act, and other program requirements.

Recipient certifies that no work has begun on this project and agrees that no work will begin until such time as MDA clears the project pursuant to the requirement of NEPA, National Historic Preservation Act, and all other program requirements.

MDA agrees that, upon execution of the Grant Agreement, and in compliance with MDA's standard policies and procedures, it will disburse the funds listed in Section 9 above.

11. Approved for MDA:  Signature _____ Date <u>9/7/10</u> Name: Whit Hughes Title: Deputy Director, MDA	12. Approved for Recipient: Signature _____ Date _____ Name: _____ Title: _____
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

3.

**APPROVAL TO WAIVE BANNER PERMIT FEES FOR
PARTICIPATING BUSINESSES IN THE "PAINT THE TOWN MAROON"
HOMECOMING EVENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval to waive the Banner Permit Fees for participating businesses in the "Paint the Town Maroon" homecoming event," is enumerated, this consent item is thereby unanimously approved.

4.

**APPROVAL OF A RESOLUTION ADOPTING A
FAIR HOUSING POLICY FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of a Resolution Adopting a Fair Housing Policy for the City of Starkville," is enumerated, this consent item is thereby unanimously approved.

**RESOLUTION TO ADOPT A
FAIR HOUSING POLICY
CITY OF STARKVILLE, MISSISSIPPI**

It will be the policy of the City of Starkville, Mississippi to promote fair housing in accordance with Title VI of the Civil Rights Act of 1964. It shall further be the policy of the City to prohibit discrimination or restriction of the marketing, sale and availability of housing to any person based on race, color, national origin, sex, age, familial status, religion or handicap (disability).

The City of Starkville is committed to the following actions to further promote fair housing:

1. Display Fair Housing Poster at City Hall.
2. Advertise all housing loan/grant programs in accordance with HUD's fair housing advertising guidelines.
3. Have materials available explaining the Fair Housing Law

This policy is hereby adopted by the City on this the ___ day of September, 2010

Mayor

ATTEST;

Clerk

5.

**APPROVAL OF A RESOLUTION ADOPTING MINORITY
AND WOMEN BUSINESS GOALS AND OBJECTIVES
FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of a Resolution Adopting Minority and Women Business Goals and Objectives for the City of Starkville," is enumerated, this consent item is thereby unanimously approved.

**RESOLUTION ADOPTING
MINORITY/WOMEN BUSINESS GOALS AND OBJECTIVES**

The City of Starkville, Mississippi will encourage the promotion and participation of Minority/Women Business Enterprise (MBE/WBE) in every aspect of their HOME Grants and or CDBG projects. The City does hereby adopt the following requirements as a part of their MBE/WBE program goals: Public Law 95-507, Executive Orders 11625 and 12432 (MBE), and Executive Order 12138 (WBE).

The City further agrees to the following actions:

- (a) Contact at least two (2) minority/women-owned businesses by certified mail and allow them the opportunity to submit a proposal or bid to provide any service needed.
- (b) Maintain records to document the extent of MBE/WBE contracting and subcontracting.
- (c) Adopt by means of this resolution a local goal of at least ten percent (10%) for MBE participation and five percent (5%) for WBE participation.
- (d) The City will incorporate the goal statement in all bid packets.
- (e) The City will use the current Mississippi Minority Directory and other available lists to ensure that every effort is made to secure minority participation in all CDBG and HOME projects.

The City does, hereby, adopt the foregoing goals and objectives on this the _____ day of _____, 2010.

Mayor

ATTEST:

Clerk

6.

**APPROVAL OF A RESOLUTION ADOPTING AN AFFIRMATIVE
MARKETING PLAN FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21,

2010 Official Agenda with no objections to consent items, whereby the "approval of a Resolution adopting an Affirmative Marketing Plan for the City of Starkville," is enumerated, this consent item is thereby unanimously approved.

AFFIRMATIVE MARKETING PLAN

CITY OF STARKVILLE, MISSISSIPPI

The City of Starkville, Mississippi does hereby resolve to comply with 24 CFR, Part 92, Subpart H 92.351. In order to comply, the following affirmative marketing procedures and requirements are hereby adopted:

The City shall display in public view posters affirming Equal Housing Opportunity, as amended under the Fair Housing Amendment Act of 1988.

The City certifies that HOME program funds will be used in accordance with the nondiscrimination and equal opportunity requirements set forth in the program regulations.

The City will establish the following procedures and requirements to affirmatively market units in the HOME project and will assess the results of their efforts, in accordance with the HOME program regulations:

(a) The City will inform the public, homeowners, and potential tenants about the federal fair housing laws and the City's affirmative marketing procedures by means of advertising in the local paper and displaying Fair Housing posters.

(b) The requirements and practices for homeowners to follow in carrying out the City's affirmative marketing procedures and requirements will be discussed at public meetings and by means of advertising and displaying posters.

(c) The City will use special outreach procedures to inform and solicit applications from persons in the area who would not otherwise apply. The City will use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers and other resources for this outreach.

(d) If applicable, The City will maintain a list of all tenants/owners residing in each unit at the time of application submittal through the end of compliance period.

(e) The City will maintain a file containing all marketing efforts, (i.e., newspaper ads, letters, records of phone calls, etc.).

(f) Records will be kept on file describing efforts and results of the City's affirmatively marketing units.

(g) When applicable, advertisement of vacant units will contain the fair housing opportunity logo or statement.

The city of Starkville does hereby, adopt the foregoing Affirmative Marketing Plan on this the _____ day of September, 2010.

Attest: City Clerk

Signature: Mayor

7.

**APPROVAL TO CERTIFY THAT THE
CITY OF STARKVILLE HAS MET THE HOME INVESTMENT
PARTNERSHIP PROGRAM REQUIREMENTS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval to certify that the City of Starkville has met the Home Investment Partnership Program

Requirements," is enumerated, this consent item is thereby unanimously approved.

CITIZEN PARTICIPATION REQUIREMENTS AND CERTIFICATION

The City of Starkville hereby certifies that the following requirements have been met concerning the Home Investment Partnerships Program (HOME) under FY 2010 funds:

(1) An initial public hearing was conducted in the proposed project area to inform the local citizens of the City's intent to apply for funds and to obtain local citizens' input. The public hearing was conducted at the City Hall in Starkville, Mississippi. This location was accessible to the handicapped. The City provided for the needs of non-English speaking residents in the community upon request.

(2) Published a notice of the initial public hearing not more than twenty (20) days prior to and at least fourteen (14) days before the date of the hearing in the non-legal section of a local newspaper of general circulation.

(3) The City during the initial public hearing, furnished information to citizens concerning amounts of funds available statewide for proposed community development and housing activities; the types of eligible activities that may be undertaken; amount of funds expected to benefit low-and moderate-income persons.

(4) Informed citizens that written comments will be accepted regarding the proposed use of funds and areas to be targeted for assistance and must provide a reasonable time period and location for submittal of written comments. Technical assistance was provided to representatives of persons of low-and moderate-income as appropriate in developing program input;

(5) Ensured that local files contain documentary evidence that the initial public hearing was held, including a copy of the actual notice and proof of publication notice. Copies of these will be submitted to the State with the application. The City will retain the attendance roster and minutes of the meeting in the application file for public review. All written citizens' comments will be maintained in the local files and available for review by the State.

(6) In determining the proposed project location and needs to be addressed by the proposed HOME projects, the City will consider both citizen input that was received during the initial public hearing and the written comments received within the designated time frame after the public hearing.

Signed: _____
Mayor

Date of Publication : 8-18-10
Date Public Hearing: 9-2-10

8.

APPROVAL OF THE MINUTES OF THE FISCAL YEAR 2010 HOME INITIAL PUBLIC HEARING HELD ON SEPTEMBER 2, 2010

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of the

Minutes of the Fiscal Year 2010 Home Initial Public Hearing, held on September 2, 2010," is enumerated, this consent item is thereby unanimously approved.

MINUTES
City of Starkville
FY 2010 HOME INITIAL PUBLIC HEARING
September 2, 2010

The FY2010 HOME Initial Public Hearing was conducted at the City Hall in Starkville, Mississippi on September 2, 2010 at 5:30 PM. The purpose of the meeting was to announce the intent of the City to apply for a FY2010 HOME Grant and to gain input into the development of the application.

Ms. Patsy Patterson and Ms. Phylis Benson of the Golden Triangle Planning and Development District conducted the public hearing. Ms Patterson, Housing Specialist, reported that the State of Mississippi expects to receive approximately \$15 million for the FY2010 HOME Investment Partnership Program, which has been allocated as follows:

Homeowner Rehabilitation -	\$5,722,184
Homebuyer Assistance – Competitive-	\$2,500,000
Homebuyer Assistance-Non Competitive -	\$2,500,000
CHDO Set-Aside -	\$2,334,436
CHDO Operating Expense	\$ 200,000
Disabled Housing Initiative (USM)	\$ 750,000
State Administration	<u>\$1,556,911</u>
TOTAL ALLOCATION	\$15,562,911

Ms. Patterson stated that the purpose of the HOME program is to:

1. Expand the supply of decent, safe, sanitary, and affordable housing.
2. Strengthen the abilities of states and units of general local government to design and implement strategies for achieving an adequate supply of affordable housing.
3. Provide participating jurisdictions, on a coordinated basis, with the various forms of federal housing assistance.

Ms. Patterson reported that the deadline for HOME program applications to be submitted to Jackson is September 29, 2010, at 4:00 PM. The HOME program rating factors were each explained and afterward the floor was opened for discussions and questions. Applications were handed out to potential homeowners.

There being no further discussions or questions, Ms Patterson agreed to remain afterward to answer any questions or assist with applications. There were no negative comments received during the hearing nor in writing.

Mayor

Clerk

9.

**APPROVAL OF THE RESOLUTION THAT
THE CITY OF STARKVILLE WILL COMPLY WITH
THE 2010 HOME APPLICATION SELECTION PROCESS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Resolution Stating The City of Starkville will Comply with the 2010 Home Application Selection Process," is enumerated, this consent item is thereby unanimously approved.

**The CITY OF STARKVILLE, MISSISSIPPI
FY 2010 HOME Application**

SELECTION PROCESS

WHEREAS, the State of Mississippi has HOME funds available for Homeowner Rehabilitation; and

WHEREAS, the City of Starkville (City) desires to apply for Fiscal Year 2010 Mississippi Development Authority HOME Program funds;

THEREFORE, BE IT RESOLVED BY THE CITY OF STARKVILLE, THAT THE CITY WILL COMPLY WITH THE FOLLOWING SELECTION PROCESS FOR APPLICANTS SELECTED IN THE 2010 HOME APPLICATION:

1. Advertise and conduct required public hearing.
2. Eligible applicants to be considered for the City of Starkville FY 2010 HOME application are: (1) Public hearing attendees; (2) Person(s) who made personal contact with the City and completed an application for assistance; (3) Person(s) meeting all MDA requirements regarding income, homeownership, and 12-month occupancy.
3. Applicants will be certified eligible by: Golden Triangle PDD staff and the City of Starkville. The Project Administrator will make onsite inspections of all houses to be included in the application to verify and certify eligibility.
4. Upon completion of all home site visits, up to five (5) of the neediest applicants, considering average household income, condition of the house, and location in a concentrated area of the City will be selected for the 2010 HOME application.
5. **SO ORDERED BY THE CITY OF STARKVILLE, MISSISSIPPI IN REGULAR SESSION, ON THIS THE ____ DAY OF September, 2010.**

ATTEST:

CITY OF STARKVILLE

CITY CLERK

MAYOR

10.

APPROVAL AUTHORIZING THE COMMISSION ON DISABILITY TO PROVIDE TECHNICAL ASSISTANCE FOR THE CITY'S ADA SELF-EVALUATION AND TRANSITION PLANS AS REQUIRED BY TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Authorization for the Commission on Disability to provide technical assistance for the City's ADA self-evaluation and transition plans as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973," is enumerated, this consent item is thereby unanimously approved.

11.

APPROVAL OF THE FY 2009 - 10 PROPOSAL AND EXPENDITURE OF BEAUTIFICATION MATCHING FUNDS FOR SAID PROPOSAL

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of the FY 2009 - 10 Proposal and Expenditure of the Beautification Matching Funds ," is enumerated, this consent item is thereby unanimously approved.

**City of Starkville Beautification Committee
Matching Funds Request**

Beautification Committee Income (Public & Private Funds Raised)

GSDP -- \$6,000
MAC grant -- \$4750
SAAC -- \$1000
Private gifts -- \$900
Town & Country Garden Club -- \$2500

Total -- \$15,150

City's Match Commitment

Total -- \$15,000

Expenditures

Downtown planters & Hollis Creek project -- \$5,000

(\$2500 from Beautification Committee Income & \$2500 from City Match)

Remaining Funds

Beautification Committee Funds Remaining -- \$12,650

City Matching Funds Remaining -- \$12,500

Total -- \$25,150

Proposed Projects

Trash and recyclable receptacles for Main Street and other access streets of Downtown -- \$4700

Transformation of downtown planters to annual plants and flowers -- \$5000

Downtown Directory in Breezeway -- \$700

Starkville Welcome Mural -- \$5000

Starkville Community Theater Mural -- \$5000

Children's Community Mural -- \$4750 (required match for MAC grant)

Total Funds Requested -- \$25,150

12.

**APPROVAL OF THE REQUEST FOR DONATION OF IN-KIND SERVICES
BY MSU STUDENT AFFAIRS, AND STREET CLOSURES
FOR THE 2010 BULLDOG BASH TO BE
HELD FRIDAY, SEPTEMBER 24, 2010**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of the request by MSU Student Affairs to close streets and donate in-kind services for the 2010

Bulldog Bash to be held Friday, September 24, 2010," is enumerated, this consent item is thereby unanimously approved.

ESTIMATED COST OF IN-KIND SERVICES

Police Department	\$5,400.00
Sanitation Department	\$1,465.00
Electric Department	\$ 822.00
Public Services	\$ 217.00
Fire Department	<u>\$ 50.00</u>
TOTAL	\$7,954.00

13.

**APPROVAL TO ADOPT A 2 MIL TAX LEVY FOR
THE DOWNTOWN DISTRICT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval to adopt a 2 mil Tax Levy for the Downtown District," is enumerated, this consent item is thereby unanimously approved.

**RESOLUTION APPROVING THE AD VALOREM TAX LEVY
FOR THE CITY OF STARKVILLE, MISSISSIPPI
DOWNTOWN DISTRICT FOR FISCAL YEAR 2010-11**

Be it adjudged, resolved, and ordered by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, that the following ad valorem tax rates are levied and imposed for the City of Starkville, Mississippi, Downtown Business District, upon taxable property, in said Downtown Business District, as the same is now assessed and listed, or may be hereafter assessed and listed, upon the Assessment Rolls of the City of Starkville, Mississippi, Downtown Business District as of January 1, 2010, said rate being expressed in mills or a decimal fraction of a mill and levied and imposed upon each dollar of assessed valuation appearing upon the Assessment Rolls of the City of Starkville, Mississippi, Downtown Business District, for the following funds or purposes; and, when the same is collected the money shall be credited to the respective funds as provided by law:

There is hereby levied upon each dollar of assessed valuation, in the designated Downtown Business District, for the purpose of providing parking facilities and making other improvements to develop and promote growth of said Downtown Business District,

two (2) Mils. (Senate Bill 1601, 1969 Extraordinary Session of the Mississippi Legislature.

Downtown Business District 2.0 Mils

14.

**APPROVAL TO ACCEPT THE 2010 MDOT GRANT OFFER,
IN THE AMOUNT OF \$7,655.00, ASSOCIATED WITH
FAA - AIP NO. 3-28-0068-015-2010, AND AUTHORIZE
THE MAYOR TO SIGN AND EXECUTE THE OFFER SHEET**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval to Accept the 2010 MDOT Grant Offer in the amount of \$7,655.00, which is associated with Federal Grant FAA - AIP No. 3- 28-0068-015-2010, and authorize the Mayor to sign and execute the Offer Sheet," is enumerated, this consent item is thereby unanimously approved.

15.

**APPROVAL OF PLANNING AND ZONING ITEM #FP 10-06:
"VINE STREET COVE SUBDIVISION" PRELIMINARY/FINAL PLAT
IN AN R-2 (SINGLE FAMILY/DUPLEX) ZONING DISTRICT
AT 502 & 504 VINE STREET, WITH 8 CONDITIONS AS RECOMMENDED BY
THE PLANNING & ZONING COMMISSION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Planning and Zoning item #FP 10-06: "Vine Street Cove Subdivision" Preliminary/Final Plat in an R-2 (Single Family/Duplex) Zoning District located at 502 and 504 Vine Street with 8 conditions as recommended by The Planning and Zoning Commission" is enumerated, this consent item is thereby unanimously approved.

CONDITIONS

The Planning & Zoning Commission's recommendation for approval of the "Vine Street Cove Subdivision" preliminary/final subdivision plat located at 502 & 504 Vine Street would be based on the final plat dated August 27, 2010, the findings of fact and conclusions of this staff report dated September 9, 2010, and the following conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
2. The final plat shall meet the minimum requirements for R-2 zoning dimensions.
3. All public utilities are currently in place.
4. Any future development proposed to take place on "Lot #2" of the currently proposed plat which requires the dedication of utility and/or other easements, shall require the submittal of a preliminary plat for review and approval by the Mayor and Board of Aldermen prior to the commencement of any development activities on the property.

5. Erosion control vegetation shall be established on all disturbed areas.
6. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
7. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
8. The following items shall be included onto the final plat prior to recording, if deemed necessary by the City Engineer:
 - a. Building setback lines to Lot #2.
 - b. Width of Vine Street.
 - c. Distance to the nearest street intersection.

16.

**APPROVAL OF CLAIMS DOCKET #09-21-10-B
FOR THE CITY OF STARKVILLE
EXCLUDING FIRE DEPARTMENT CLAIMS
THROUGH SEPTEMBER 17, 2010 IN THE AMOUNT OF \$976,193.21
IN ACCORDANCE WITH SECTION 17-3-1
OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously adopted by the Board to approve the September 21, 2010 Official Agenda, and to accept items for Consent, whereby the "Claims Docket #09-21-10-B which contains claims from all departments through September 17, 2010, except the Fire department, with said claims totaling \$976,193.21" is enumerated, this consent item is thereby unanimously approved.

**CLAIMS DOCKET
09-21-10-B
SEPTEMBER 17, 2010**

General Fund	001	\$129,571.54
Restricted Police Fund	002	0
Restricted Fire Fund	003	910.00
Airport Fund	015	463.11
Sanitation	022	50,538.15
Landfill	023	2,321.05
Computer Assessments	107	0
City Bond and Interest	202	0
2009 Road Maint. Bond	304	264,942.85
Fire Station No. 5	306	34,549.53
American Recovery & Reinvestment Act	309	321,792.00
P & R Bond Series 2007	325	0
Park & Rec Tourism 2%	375	0
Water/Sewer	400	107,528.08

Vehicle Maintenance	500	16,173.39
Hotel/Motel	610	15,688.89
2% (VCC, EDA, MSU)	630	31,714.62
Electric		
TOTAL CLAIMS		\$976,193.21

17.

**A MOTION TO ACCEPT THE AUGUST 2010 FINANCIALS
FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Acceptance of the August, 2010 Financials for the City of Starkville as presented," is enumerated, this consent item is thereby unanimously approved.

18.

**APPROVAL TO ADVERTISE FOR BIDS ON TWO PAD MOUNTED
15 KV SWITCHGEAR UNITS TO BE INSTALLED IN
THE RESEARCH AND DEVELOPMENT PARK
LOCATED ON HIGHWAY 182 EAST**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval to Advertise for Bids on two Pad Mounted 15 KV Switchgear Units to be installed in the Research And Development Park located on Highway 182 East," is enumerated, this consent item is thereby unanimously approved.

19.

**APPROVAL TO EMPLOY DON GUNN JR. AS LABORER
IN THE SANITATION DEPARTMENT WITH A ONE-YEAR
PROBATIONARY PERIOD AND AN ANNUAL
SALARY OF \$17,969.38 TO BE INCREASED TO \$18,325.21
EFFECTIVE OCTOBER 1, 2010 PER FY 2010-11 BUDGET**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval to employ Don Gunn, Jr. as a Laborer in the Sanitation Department with a one-year probationary period, and an annual Salary of \$17,969.38 to be increased effective October 1, 2010 to \$18,325.21 per FY 2010-11 Budget" is enumerated, this consent item is thereby unanimously approved.

20.

**APPROVAL TO ADVERTISE FOR PROPOSALS FOR THE
CITY OF STARKVILLE CURBSIDE RECYCLING PROGRAM**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 21, 2010 Official Agenda with no objections to consent items, whereby the "approval to Advertise for Proposals for the Curbside Recycling Program," is enumerated, this consent item is thereby unanimously approved.

END OF CONSENT ITEMS

21.

**A MOTION TO APPROVE THE MINUTES OF THE AUGUST 23, 2010
RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN**

There came for consideration the matter of the Minutes of the August 23, 2010 Recess Meeting of the Mayor and Board of Aldermen. After discussion, and

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Ben Carver, to approve the Minutes of the August 23, 2010 Recess Meeting of the Mayor and Board of Aldermen, the Board voted unanimously in favor of the motion.

MAYOR'S COMMENTS

Mayor Parker Wiseman informed the public of the Public Hearing on the Louisville Street Widening Project to be held on September 28, 2010, from 5:30 to 6:30 p.m. in the Sportsplex Boardroom located at 405 Lynn Lane

Mayor Parker Wiseman announced Responsible Dog Ownership Day October 16, 2010.

Mayor announced Placemakers meeting October 4 and 5, 2010 to provide a workshop on implementing smart codes

Alderman Dumas provided background and credentials of Placemakers, along with the itinerary for the two-day workshop.

Alderman Sistrunk announced the Stormwater Workshop being provide by Environmental Finance Group from University of North Carolina at 5:30 October 6, 2010

Mayor Parker Wiseman introduce new employee Justin Mitchell. Mr. Mitchell is the new custodian in City Hall.

CITIZEN COMMENTS

Mr. Alvin Turner ward 7, citizen outcry, we need a voice of reason. Wood Street and Louisville Street the greenery blinds the vehicle and the pedestrian dangerous intersection. The back of Piggly Wiggly also greenery blinds motorists and pedestrians. Hill on fellowship people coming over the hill has ruined mailboxes.

Mr. West Shelton request the city close Lampkin Street from Worley Street to Montgomery Street for the City wide Tailgate from 9:30 a.m. to 1:30 p.m

22.

**A MOTION TO AMEND THE OFFICIAL AGENDA TO
ADD ITEM X-O CONSIDERATION GRANTING PERMISSION
TO BLOCK OFF LAMPKIN STREET FOR CITY WIDE TAILGATING
ON OCTOBER 1, 2010 FROM WORLEY TO MONTGOMERY,
FROM 9:30 TO 1:30 AND TO PLACE ON CONSENT.**

There came for consideration the matter of amending the Official Agenda to add item X-O regarding granting permission to block off Lampkin Street between Worley Street to Montgomery Street for the City Wide Tailgating on October 1, 2010 from 9:30 a.m. to 1:30 p.m., and to place said item on Consent. After discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey to amend the Official Agenda by adding item X-O; Consideration of granting permission to block off Lampkin Street between Worley Street and Montgomery Street for City Wide Tailgating on October 1, 2010 from 9:30 a.m. to 1:30 p.m., and to place said item on Consent, the Board voted its unanimous approval of the motion.

Mr. Stan Shurden owner operator of **Starkville Recycling** addressed the correspondence received informing him of a breach of contract.

PUBLIC APPEARANCES

Ms. Catherine Stubbs explained the Banner Competition and thanked the Board for their continued support of this activity.

Ms. Jennifer Gregory of the Beautification Committee asked for clarification of the current years matching funds for the Beautification Committee funds being funds should be deposited with the City before September 30, 2010 for the City to match those funds. She explained where donations were received from and how they are being spent. Ms. Gregory also asked the Board to consider matching funds for the upcoming budget year beginning October 1, 2010.

PUBLIC HEARINGS

City Planner Ben Griffith introduced the 5th Public Hearing on Amending the City of Starkville Sign Ordinance No. 2008-10 and the City of Starkville Code of Ordinances to provide for expanded enumerated users for city rights-of way, guidelines and permitting

processes for said users, amortization of non-conforming signs and other minor revisions and clarifications.

The Mayor invited comments from the public, regarding the Sign Ordinance proposed amendments.

FOR	AGAINST	NEITHER FOR NOR AGAINST
Buren Blankenship	Alvin Turner	
David Lindley		

With no further discussion from the Public or the Board, the Mayor closed the Public Hearing on Sign Ordinance.

Alderman Jeremiah Dumas introduce the 1st Public Hearing on Amending the Sidewalk Ordinance 2009-7 and the City of Starkville Code of Ordinances to allow for variances and an appeal process. Jim Gafford and Alvin Turner spoke on the proposed amendments to the Sidewalk ordinance.

The Mayor invited comments from the public regarding the proposed amendments to the Sidewalk Ordinance.

FOR	AGAINST	NEITHER FOR NOR AGAINST
Robbie Ward	Jim McKell	Jim Gafford
Robbie McMillan	Alvin Turner	
Mark Duncan	Rudy Johnson	
Katherine Henley	Mike Okhuysen	

Alderman Carver expressed his view against requiring sidewalks in an "Industrial" area. Alderman Parker suggested having the Sidewalk Ordinance speak to piping and covering ditches.

Alderman Dumas explained the land use side of the Sidewalk Ordinance.

With no further discussion from the Public or the Board, the Mayor closed the Public Hearing on the Sidewalk Ordinance.

BOARD BUSINESS

23.

A MOTION TO APPROVE THE CONTRACT AMENDMENT WITH GARY SHAFER FOR THE ARCHITECTURAL SERVICES FOR THE PROPOSED MUNICIPAL COMPLEX WITH COMPENSATION BASED ON CONTRACT AMENDMENT NO. 669838

There came for consideration the matter of amending the contract with Gary Shafer for the architectural services for the proposed City of Starkville Municipal Complex. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker to approve the contract amendment with Gary Shafer for the architectural services for the proposed City of Starkville Municipal Complex, with compensation based on contract amendment #669838, the Board unanimously voted in favor of the motion.

CONTRACT AMENDMENT

This CONTRACT AMENDMENT is made and entered into by and between the CITY OF STARKVILLE, MISSISSIPPI, a municipal corporation, with its principal offices located at 101 Lampkin Street, Starkville, MS 39759, and SHAFER & ASSOCIATES, PLLC, 510 University Drive, Starkville, MS 39759.

WHEREAS, on or about January 6, 2004, the parties hereto entered into a Standard Form of Agreement Between Owner and Architect with Standard Form Of Architect's Services (AIA Document B141-1997); and,

WHEREAS, the parties hereto desire to amend the said agreement as more fully set out below.

NOW, THEREFORE, and in consideration of the mutual benefits and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that their original agreement executed on January 6, 2004, is amended as follows:

1. The project is identified as follows: Basic architectural services for a proposed Municipal Justice Complex.

2. Article 1.1.2.5 is amended as follows:

The financial parameters are as follows:

.1 The amount of the budget for the project will be established pursuant to a feasibility study.

.2 The amount of the owner's budget for the cost of the work, excluding the architect's compensation, will be the budget established by the feasibility study.

3. Article 1.1.3 is amended as follows:

The Owners' designated representatives are:

City of Starkville, Mississippi

4. **Article 1.1.3.5** is amended as follows:

The consultants retained at Architect's expense are:

.1 MJR/Senter P.C., mechanical engineers

.2 Structural Design Group, Inc., structural engineers

.3 Jon D. Rice & Associates, LLC, electrical engineers

.4 Pritchard Engineering, Inc., civil engineers

5. Article 1.2.2.4 is amended as follows:

The Owner shall furnish the services of consultants other than those designated in paragraph 1.1.3 or authorize the architect to furnish them as a Change in Services when such services are requested by the Owner and are reasonably required by the scope of the Project.

6. Article 1.3.2.4 is deleted *in toto*.

7. Article 1.3.3.2.6 is deleted *in toto*.

8. Article 1.3.6 is deleted *in toto*.

9. Article 1.3.7.4 is deleted *in toto*.

10. Article 1.3.8.3 is amended as follows:

If the Project is suspended at no fault or direct action of the Architect, for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

11. Article 1.3.8.7 is deleted *in toto*.

12. Article 1.5.1 is amended as follows:

For the Architect's services described in Article 1.4, compensation shall be computed as follows:

Compensation will be computed according to the fee schedule set out by the Mississippi Bureau of Building, Grounds and Real Property Management.

13. Article 1.5.4 is amended as follows:

For Reimbursable Expenses as described in subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one (1.0) times the expenses incurred by the Architect, and the Architect's employees and consultants.

14. Article 1.5.5 is amended as follows:

Other Reimbursable Expenses, if any, are as follows:

Charges and costs of topographical surveys

Charges and costs of geotechnical surveys

Charges and costs of hazardous material surveys

15. Shafer & Associates, PLLC, agrees to fully indemnify, hold harmless, and assume the defense of the City of Starkville and its agents, employees, or assigns, for any and all claims, suits, judgments, damages, attorney fees, costs and any and all other expenses whatsoever arising out of or relating to any act or omission by Shafer & Associates, PLLC, its agents, employees, and assigns, arising out of or relating to Standard Form of Agreement Between Owner and Architect's Services (AIA Document B141-1997), Standard Form of Architect's Services: Design and Contract Administration (AIA Document B141-1997), and this Contract Amendment, the services provided under any of those agreements, or the performance or breach of those agreements, except that any act or omission by Shafer & Associates, PLLC that is the requirement of, or made or done or at the direction of the City of Starkville or any regulatory or administrative agency, is not subject to this indemnity, and in such event Shafer & Associates, PLLC has no obligation to indemnify and hold the City of Starkville harmless, nor assume the defense of the City of Starkville and its agents, employees, or assigns for such acts or omissions.

16. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original agreement, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

17. The provisions of this Contract Amendment supersede and void all inconsistent provisions of the original Agreement dated January 6, 2004.

18. The Standard Form Of Architect's Services: Design And Contract Administration (AIA Document B141-1997), executed on December 16, 2003, remains in full force and effect.

This Contract Amendment is entered into on this the ____ day of _____, 2010.

CITY OF STARKVILLE, MISSISSIPPI, SHAFER & ASSOCIATES, PLLC
OWNER ARCHITECT

PARKER Y. WISEMAN, MAYOR

GARY SHAFER, ARCHITECT

669838

24.

**A MOTION TO APPROVE ADVERTISING FOR
REQUESTS FOR QUALIFICATIONS (RFQ) FOR A
TRAFFIC EVALUATION AND RIGHT-OF-WAY STUDY
FOR SOUTH MONTGOMERY STREET**

There came for consideration the matter of advertising for "Request for Qualifications" (RFQ's) for a traffic evaluation and right-of-way study for South Montgomery Street. After discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Roy A'. Perkins to approve advertising for requests for qualifications (RFQ's) for a traffic evaluation and right-of-way study for South Montgomery Street, the Board voted unanimously in favor of the motion.

25.

A MOTION TO APPROVE AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE NO. 2008-10 AND THE CITY OF STARKVILLE CODE OF ORDINANCES TO PROVIDE FOR EXPANDED ENUMERATED USERS FOR CITY RIGHTS-OF-WAY, GUIDELINES AND PERMITTING PROCESSES FOR SAID USERS, AMORTIZATION OF NON-CONFORMING SIGNS AND OTHER MINOR REVISIONS AND CLARIFICATIONS

There came for consideration the matter of amending the City of Starkville Sign Ordinance #2008-10 and the City of Starkville Code of Ordinances. After discussion and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to amend the City of Starkville Sign Ordinance No. 2008-10 and the City of Starkville Code of Ordinances to provide for expanded enumerated users for city rights-of-way, guidelines and permitting processes for said users, amortization of non-conforming signs and other minor revisions and clarifications, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Nay</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Nay</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

Having failed to receive a majority affirmative vote of those members present and voting, the Mayor declared the motion failed.

26.

A MOTION TO APPROVE REMANDING BACK TO THE TRANSPORTATION COMMITTEE THE MATTER OF AMENDING OF THE CITY OF STARKVILLE SIGN ORDINANCE NO. 2008-10 AND THE CITY OF STARKVILLE CODE OF ORDINANCES TO PROVIDE FOR EXPANDED ENUMERATED USERS FOR CITY RIGHTS-OF-WAY,

**GUIDELINES AND PERMITTING PROCESSES FOR SAID
USERS, AMORTIZATION OF NON-CONFORMING SIGNS AND
OTHER MINOR REVISIONS AND CLARIFICATION**

There came for consideration the matter of remanding the proposed amendment to the City of Starkville Sign Ordinance back to the Ad Hoc Sign Committee. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn to send the matter concerning amending the City of Starkville Sign Ordinance No. 2008-10 back to the Ad Hoc Sign Committee, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Nay</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

Note:

City Engineer Edward Kemp gave an update on the Carver Drive Ditch Project. He informed the Board that the majority of the work has been completed.

27.

**A MOTION TO APPROVE THE JOB DESCRIPTION FOR
THE GENERAL MANAGER OF THE CITY OF STARKVILLE
ELECTRIC DEPARTMENT AND TO AUTHORIZE
ADVERTISING FOR SAID POSITION ON VARIOUS
PROFESSIONAL WEBSITES AND LOCAL NEWSPAPERS**

There came for consideration the matter of approving the job description for the General Manager of the City of Starkville Electric Department and the advertisement thereof. After discussion,

Alderman Jeremiah Dumas moved to amend the job description for the General Manager of the City of Starkville Electric Department, to add numbers 18 and 19 to the

18. Understands, evaluates and helps implement sustainable activities such as energy efficiency measures, smart metering and other TVA

activities such as the green power switch program, variable billing and other non-traditional energy management / use activities.

19. Works in conjunction with the sustainability coordinator and office for all sustainability efforts.

motion to amend the job description for the General Manager of the city of Starkville Electric Department was duly seconded by Alderman Richard Corey and unanimously approved by the Board.

The Mayor reopened discussion of the approval of the job description and the advertisement thereof; after further discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Ben Carver, to approve the job description for the position of General Manager of the Electric Department as amended with salary level set at Grade 19, and advertising for the position in local newspapers; and TVPPA, APPA and Monster websites

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.



CITY OF STARKVILLE JOB DESCRIPTION

Title: General Manger—Electric Department	Department: Electric
Reports to: Mayor and Board of Aldermen	Classification: Exempt
Date Prepared: September 15, 2010	Approved by Board:

GENERAL POSITION SUMMARY:

Under administrative direction of the Mayor and Board of Aldermen, plans, organizes, schedules, and directs all electrical utility functions and staff for the City, including the electrical planning, power procurement, technical support, installation, delivery, operation and maintenance activities, and the administrative and customer service functions of the department. Responsibilities include formulating policy, developing goals and objectives, preparing budgets and providing financial oversight. Represents the City in a variety of meetings and contacts with public agencies, private groups and individual citizens. Performs related work as may be assigned.

ESSENTIAL JOB FUNCTIONS:

1. Plans, organizes, schedules, assigns, directs, reviews and evaluates electrical installation, transmission, metering, maintenance and repair activities.
2. Establish clear goals and objectives in order to create an organization that delivers excellent customer service through ethical leadership standards and establishes an atmosphere of respect for employees consistent with the City's mission and values.
3. Selects, supervises and evaluates the work of staff; implements disciplinary action as required; provides for the training and development of staff.
4. Directs planning, power procurement technical support and customer service activities for the department; coordinates design and maintenance support with other City departments.
5. Acts as liaison and the City's representative with various power sales agencies, regulatory groups and other public and private organizations.
6. Develops facility and equipment inspection and preventive maintenance schedules; determines the need for and ensures that contract major maintenance work is accomplished.
7. Inspects contractor installation of new electrical lines and equipment for conformance with City specifications.
8. Monitors legislation and technical developments in the electrical utility field and evaluates their impact on City service.
9. Maintains records and prepares periodic and special reports; represents the City in meetings with contractors, vendors, and the public; makes City Council presentations as required.
10. Personally conducts and directs the conduct of various studies; maintains accurate records; prepares reports, correspondence and other written materials.
11. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
12. Plans, directs, and coordinates, through subordinate level managerial staff, the Electric Utility Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
13. Develops and administers the Department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; prepares electrical rates, fees and charges; approves expenditures and implements budgetary adjustments as appropriate and necessary to meet the end result.
14. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.



15. Assists in development of construction and maintenance specifications and schedules, including capital improvement and O&M projects for Power Department facilities.
16. Enforces all city and department rules and policies, and in particular, all applicable city, state and federal safety rules and regulations.
17. Develop and provide public information regarding rate increases to Board of Aldermen and community at large.

OTHER FUNCTIONS:

1. Perform other duties as assigned or directed.
2. Attends all Board meetings and other meetings, training, and workshops as may be required.
3. Uses standard office equipment in the course of the work.
4. Drives a City or personal vehicle to attend meetings and inspect facilities and work.

MINIMUM QUALIFICATIONS:

1. Knowledge of utility operations; knowledge of power and electrical systems in general; knowledge of available alternatives of power resources, including development of energy efficiency programs; knowledge of underground and overhead distribution circuits; knowledge of contract writing and design; knowledge of electrical systems, design and analysis.
2. Skill in planning, supervision, staffing and directing.
3. Skill in use of PC, particularly in design and use of spreadsheets (Excel), word processing (Word) and Internet use.
4. Ability to communicate both verbally and in writing; ability to create effective working relationships with employees, the public, other departments and outside agencies; ability to administer complex multi-function electric utility organization with a multitude of engineering, office, construction and field O&M functions.
5. Knowledge of and ability to read blueprints, electrical schematics, charts, and graphs.
6. Ability to read, write, and perform mathematical calculations at the level required for successful job performance.
7. Knowledge of capital and operating budget development and administration.
8. Experience in contract negotiation and administration and ensuring compliance with complex legal environment and code compliance.
9. Must possess a valid MS Driver's License and an acceptable MVR.

EDUCATION AND/OR EXPERIENCE REQUIRED:

Required:

Graduate from a college or university with a Bachelor's Degree in electrical engineering, public administration or business, and at least ten (10) years of electric utility-related experience, three (3) years of which must have been in a managerial capacity.

Desired:

Master's Degree, Professional Engineer Certification.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to stand, walk, talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl.
- The employee must frequently lift and/or move up to 25 pounds.



- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Duties require sufficient mobility to work in a typical office setting and use standard office equipment, including a computer, vision sufficient to read printed materials and a VDT screen, hearing and speech sufficient to communicate in person or over the telephone, and sufficient mobility to inspect various City sites.

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

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

Regular and consistent attendance is a condition of continuing employment.

28.

**A MOTION TO APPROVE AUTHORIZATION FOR THE
MAYOR TO SIGN TVA/SED ELECTRICAL POWER
CONTRACTS WITH SOUTHWIRE, INC**

There came for consideration the matter of the Tennessee Valley Authority/Starkville Electric Department (TVA/SED) Electrical Power Contract with Southwire, Inc. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve and authorize the Mayor to sign and execute the Electrical Power Contracts between TVA/SED and Southwire, Inc., the Board unanimously voted in favor of the motion.

POWER SUPPLY CONTRACT

Date: _____

Contract No. 082710-1

THIS CONTRACT, made and entered into by and between **SOUTHWIRE COMPANY** (Company), a corporation created, organized and existing under and by virtue of the laws of the State of Georgia; 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 has been purchasing power from Distributor under Power Supply Contract No. 091809-1 (Present Contract), for the operation of Company's plant near Starkville, Mississippi; and

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

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

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

ARTICLE 1 **SCOPE**

Distributor will supply electric power and energy to Company, and Company 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 Company 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 Prevalling Time on October 1, 2010.

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 two (2) years written notice to the other party. Such two (2) year notice to terminate can be given at any time following year three (3) of the initial term.

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

If 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: 3,400 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".

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

ARTICLE 6

CONDITIONS OF DELIVERY

6.1 - Delivery Point

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

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

6.2 - Delivery Voltage and Frequency

The power made available at the delivery point specified in this contract shall be in the form of three-phase alternating current, 12,470 volts nominal, and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by Distributor at the Delivery Point of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Contract.

6.3 - Phase Balancing

Company 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, Company 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 Company'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 Company shall, in Distributor's sole judgment, be capable of satisfactory coordination with any protective equipment installed by Distributor. Company 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

Company grants to Distributor for its use and without cost, such rights in, on, over, and across Company'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 Company. Notwithstanding anything in this Contract which might be construed to the contrary, any of the electric distribution facilities used in supplying power to Company 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 Company's interconnection of electric generation and related equipment (Distributed Generation) which is intended to operate in parallel with the Distributor's system.

Company 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 Company'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 Company's Distributed Generation from Distributor's system. 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.

6.7 - Metering

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

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

6.7.3 - Metering Outputs. Company may desire access to "kyz" pulse metering outputs from the Distributor's metering installation for such purposes as monitoring and load control; Distributor is willing to make such access available to Company. Accordingly, Distributor may, if requested by Company in writing, provide and install at Company's expense such additional facilities as are necessary for Company 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, Company shall not interfere with any operation, use of, or access to the metering installation by Distributor or TVA. In this regard Company 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 Company 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. Company 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 Company's use of the metering outputs.

ARTICLE 7 **ASSIGNMENT OF CONTRACT**

Company 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**

The present Power Supply Contract No. 091809-1 is 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.

SOUTHWIRE

By *Richard Miller*
Title: *Sr. V.P. Electrical Mfg.*

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title: _____



CONVENIENCE COPY ONLY
STARKVILLE ELECTRIC DEPARTMENT
GENERAL POWER RATE--SCHEDULE GSA
(Sept. 2010)

Availability

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

Base Charges

1. If (a) the higher of (i) the customer's currently effective contract demand, if any, or (ii) its highest billing demand during the latest 12-month period is not more than 50 kW and (b) customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

Customer Charge: \$18.78 per delivery point per month

Energy Charge: 10.520¢ per kWh per month

2. If (a) the higher of (i) the customer's currently effective contract demand or (ii) its highest billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or (b) the customer's billing demand is less than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

Customer Charge: \$93.91 per delivery point per month

Demand Charge: First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$14.92 per kW

Energy Charge: First 15,000 kWh per month at 10.520¢ per kWh

Additional kWh per month at 5.757¢ per kWh

3. If the higher of (a) the customer's currently effective contract demand or (b) its highest billing demand during the latest 12-month period is greater than 1,000 kW:

Customer Charge: \$234.77 per delivery point per month

Demand Charge: First 1,000 kW of billing demand per month, at \$14.16 per kW

Excess over 1,000 kW of billing demand per month, at \$14.35 per kW,
plus an additional

\$14.35 per kW per month for each kW, if any, of the amount by which the
customer's billing demand exceeds the higher of 2,500 kW or its contract
demand plus

Energy Charge: 5.792¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

Determination of Demand

Distributor shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of the load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (a) the base customer charge, (b) the base demand charge, as adjusted, applied to the customer's billing demand, and (c) the base energy charge, as adjusted, applied to the customer's energy takings; provided, however, that, under 2 of the Base Charges, the monthly bill shall in no event be less than the sum of (a) the base customer charge and (b) 20 percent of the portion of the base demand charge, as adjusted, applicable to the second block (excess over 50 kW) of billing demand, multiplied by the higher of the customer's currently effective contract demand or its highest billing demand established during the preceding 12 months.

Distributor may require minimum bills higher than those stated above.

Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to:

(a) If the customer's billing demand and its contract demand, if any, are each 50 kW or less:

¢ per kWh for the first 15,000 kWh of the customer's energy takings for the month.

(b) If the customer's billing demand or its contract demand exceeds 50 kW:

¢ per kWh per month of the lesser of (1) the amount computed by multiplying 300 hours by the customer's billing demand or (2) the customer's energy takings for the month.

For such customers, the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

Contract Requirement

Distributor may require contracts for service provided under this rate schedule. Customers whose demand requirements exceed 50 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

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

Single-Point Delivery

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

Service is subject to Rules and Regulations of Distributor.

SCHEDULE OF RULES AND REGULATIONS

CITY OF STARKVILLE ELECTRIC DEPARTMENT STARKVILLE, MISSISSIPPI

1. **Application for Service:** Each prospective Customer desiring electric service shall be required to sign the Distributor's standard form of application for service or contract before service is supplied by the Distributor. The Schedule of Rules and Regulations shall be made available upon request to the customer and shall be available on the Distributor's website.
2. **Deposit:** A deposit as established by the City of Starkville Department Deposit Policy Appendix A shall be required. (See attached)
3. **Point of Delivery:** The point of delivery is the point, as designated by Distributor, on Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to Distributor.
4. **Customer's Wiring-Standards:** All wiring of Customer must conform to Distributor's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code and the wiring specifications of applicable ordinances of the City of Starkville.
5. **Inspections:** Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards; but such inspection or failure to inspect or reject shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon Customer's premises. In order to obtain permanent electric service on new construction the owner must have applied and received from the city a certificate of occupancy based on the approval of a final inspection and approval of the premises by an authorized inspector.
6. **Underground Service Lines:** Customer desiring underground service lines from Distributor's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Distributor on request.
7. **Customer's Responsibility for Distributor's Property:** All meters, service connections, and other equipment furnished by Distributor shall be, and remain, the property of Distributor. Customer shall provide a space for and exercise proper care to protect the property of Distributor on its premises, and, in the event of loss or damage to

Distributor's property arising from neglect of Customer to care for same. the cost of the necessary repairs or replacements shall be paid by Customer.

8. **Right of Access:** Distributor's identified employees shall have access to Customer's premises at all reasonable times for purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Distributor. If Customer fails to provide access for the above stated purposes, Distributor may discontinue service upon notification of such termination through means of regular mail service or posting notice at the door of the business/residence at the Distributor's discretion.
9. **Billing:** Bills will be rendered monthly and shall be paid at the office of Distributor or at other locations designated by Distributor. Failure to receive bill will not release Customer from payment obligation. Bills paid after due date specified on bill may be subject to additional charges. Should the due date of bill fall on a Saturday, Sunday or holiday, the business day next following the due date will be held as a day of grace for delivery of payment.
10. **Discontinuance of Service by Distributor:** Distributor may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Customer or contract with Customer. Distributor may discontinue service to Customer for the theft of current or the appearance of current theft devices on the premises of Customer. The discontinuance of service by Distributor for any causes as stated in this rule does not release Customer from his obligation to Distributor for the payment of minimum bills as specified in application of Customer or contract with Customer.
11. **Connection, Reconnection, and Disconnection Charges:** Distributor may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting or reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant. Connection, reconnection and disconnection charges will be applied as set forth in Appendix B. Schedule of Fees and Charges. (See attached)
12. **Termination of Contract by Customer:** Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.
13. **Service Charges for Temporary Service:** Customer requiring electric service on a temporary basis may be required by Distributor to pay all cost for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.
14. **Interruption of Service:** Distributor will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate

voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

15. **Shortage of Electricity:** In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by Customer and/or may otherwise restrict the time during which Customer may make use of electricity and the uses which Customer may make of electricity. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled **Interruption of Service** of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.
16. **Voltage Fluctuations Caused by Customer:** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Distributor's system. Distributor may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
17. **Additional Load:** The service connection, transformers, meters, and equipment supplied by Distributor for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render Customer liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation.
18. **Standby and Resale Service:** All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by Distributor, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
19. **Notice of Trouble:** Customer shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accident affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.
20. **Non-Standard Service:** Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
21. **Meter Tests:** Distributor will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of Customer. If tests made at Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Customer's bill, and Distributor's standard testing charge will be paid by Customer. In case the test shows meter to be in excess of two percent

(2%) fast or slow, an adjustment shall be made in Customer's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Distributor.

22. **Relocation of Outdoor Lighting Facilities:** Distributor shall, at the request of Customer, relocate or change existing Distributor-owned equipment. Customer shall reimburse Distributor for such changes at actual cost including appropriate overheads.
23. **Billing Adjusted to Standard Periods:** The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service, cotton gins, and other seasonal customers excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.
24. **Home Energy Conservation Surveys:** All customers of Distributor receiving service under the residential rate schedule are eligible for a free energy conservation survey of their home. As part of such survey information covering efficient utilization of electric energy will be made available, including a wide variety of specific recommendations as to the materials and equipment that would provide effective weatherization and thereby yield the greatest energy savings for the customer. Customers will also be furnished a list of private contractors in their area which install various types of energy-saving materials and equipment, and instructional material concerning the self-installation of such materials and equipment.
25. **Home Insulation Program:** Customers of Distributor receiving service under the residential rate schedule and who heat or cool their homes with electricity are eligible to participate in the home insulation program being conducted by Distributor and TVA. If the home energy conservation survey for such customers indicates that the installation of attic insulation is economically feasible, Distributor will, as part of providing electric service to residential customers, arrange to make available funds provided by TVA to bring attic insulation in customers' dwellings up to acceptable standards. Participants will be required to enter into a standard form agreement under which the funds furnished to provide the insulation will be repaid to Distributor in a lump sum payment, or by monthly payments, at no additional charge, extending for a period of up to three years. The monthly repayment amount due for this service will be included as part of the electric bill rendered by Distributor, to which bills the provisions of the section entitled "Billing" of this Schedule of Rules and Regulations are applicable; provided, however, that said monthly amount shall not be subject to additional charges for past-due payment.
26. **Scope:** This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, and applies to all service received from Distributor, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Distributor's Schedule of Rates and Charges, shall be kept open to inspection at the offices of Distributor.

27. **Revisions:** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes when effective, shall have the same force as the present Rules and Regulations.
28. **Conflict:** In case of conflict between any provision of any current rate schedule and the Schedule of Rules and Regulations, the most current rate schedule shall apply.

APPENDIX A

Starkville Electric Department Deposit Policy

1. Purpose

Starkville Electric Department's deposit policy establishes deposits based upon the credit risk associated with applicants for new or continued service. This policy is adopted in order to protect the assets of Starkville Electric Department and to insure fair and equitable treatment for all current and future customers. It is a document referenced by and referring back to the City of Starkville Electric Department Schedule of Rules and Regulations.

2. Policy

- A. Deposits are required to be paid in full prior to the issuance of a connect order.
- B. Deposits are not transferable from one customer to another.
- C. Upon termination of service, the deposit will be applied against any unpaid account balance and any remaining balance will be transferred to any remaining account of same customer. If the customer does not have another account, the remaining balance will be returned to the customer. The deposits are held in non-interest bearing accounts and no interest will accrue on the deposit applied for connection of service.
- D. A letter of credit is not acceptable in lieu of paying a deposit.
- E. An applicant will not be allowed to pay a maximum deposit in lieu of being screened for a credit rating by the third party service provider.
- F. An existing customer that becomes delinquent shall be deemed to have an unsatisfactory payment record and must pay the next higher deposit level in order to continue service.
- G. An existing customer that requests a deferral of payment is subject to a new screening and deposit adjustment.
- H. All service applicants are required to provide two (2) valid forms of identification.
- I. Starkville Electric Department cannot demand that an applicant provide their social security number as a requirement for service. However, it is our policy that applicants who refuse to provide their social security number shall be charged the maximum deposit.

3. Residential Applicants

- A. This policy is based upon the use of a third party screening service to assess credit risk and require deposits based upon that credit risk. There are three (3) levels of credit risk that are applied to applicants. (No risk, minimal risk and substantial risk)

The Starkville Electric Deposit Policy may be revised, amended, supplemented, or otherwise changed from time to time, without notice.

- B. New-service applicants who pose no credit risk will be charged a deposit of \$150.00.
- C. New-service applicants who pose minimal risk will be charged a deposit of \$200.00.
- D. New-service applicants who pose substantial credit risk will be charged a deposit of \$250.00.
- E. For all continued service or reconnects, all deposits are subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted to reflect the actual billing experience and the payment habits of the customer.

4. Commercial Applicants

A. New service for commercial deposits shall be an amount equal to the higher of two months estimated usage or two times the highest month's usage of available history and in no case less than five hundred dollars (\$500.00).

B. Deposits may be made by any of the following means:

i. Cash

ii. Check. Delivery of service may be held until the check is accepted by Starkville Electric Department's bank.

iii. Approved surety bond that remains in effect and is renewed prior to any expiration date.

C. For all continued service or reconnects, all deposits are subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted to reflect the actual billing experience and the payment habits of the customer.

APPENDIX B

Schedule of Fees and Charges

\$25.00 Connection Fee: This fee is assessed to all connect orders to partially offset the cost of installing and connecting electric service. This fee will appear on the first bill rendered.

\$30.00 Collection Fee: This fee is assessed when Starkville Electric personnel must visit a customer's residence or business to collect a past due bill.

\$40.00 Returned Check/Credit Card Fee: This fee is assessed when a check or draft is returned by the bank on which it was drawn or a credit card is charged back. After two returned checks/drafts, the account will be flagged to accept NO CHECKS and/or DRAFTS for one year from the date of the last returned check or draft.

\$25.00 Unauthorized Cut Seal Fee: This fee is assessed if the seal on a customer's meter has been cut, damaged or removed without proper authorization by Starkville Electric Department.

\$100.00 Meter Tampering Charge: This fee is assessed when a customer's meter indicates signs of tampering.

\$55.00 Electric Meter Test Fee: This fee is assessed when a meter is tested at customers request and is found to be within acceptable tolerances of +/- 2%.

\$5.00 Meter Re-Read Fee: This fee is assessed when a customer requested re-read is found to be correct.

\$30.00 Reconnect Fee: This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made between the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is not required. These fees must be paid prior to reconnection of service.

\$100.00 Reconnect Fee (Service Crew): This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made between the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is required. These fees must be paid prior to reconnection of service.

\$40.00 After Hours Reconnect Fee: This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made on a weekend or observed holiday, or outside the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is not required. These fees must be paid prior to reconnection of service.

\$200.00 After Hours Reconnect Fee (Service Crew): This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made on a weekend or observed holiday, or outside the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is required. These fees must be paid prior to reconnection of service.

This list is not intended to be all-inclusive. The Fees and Charges may be revised, amended, supplemented, or otherwise changed from time to time, without notice.

**TDHUD AMENDATORY AGREEMENT
To
POWER SUPPLY CONTRACT
Between
SOUTHWIRE COMPANY
And
CITY OF STARKVILLE, MISSISSIPPI**

Date: _____

Contract No. 082710-1 Supp. No. 1

THIS AGREEMENT, made and entered into by and between **SOUTHWIRE COMPANY** (Company), a corporation created, organized and existing under and by virtue of the laws of the State of Georgia; 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 I H:

WHEREAS, Company has been purchasing power from Distributor under Power Supply Contract No. 082710-1 for the operation of Company's plant near Starkville, Mississippi; and

WHEREAS, Company wishes to participate in TVA's Time Differentiated Hours Use of Demand (TD HUD) pilot program; and

WHEREAS, the parties wish to supplement and amend the Power Supply Contract in the respects necessary to provide for such participation 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
TERM OF AGREEMENT

This Agreement shall become effective as of 0000 hours Central Prevailing Time on October 1, 2010 (Effective Date) and, subject to TVA's rights under Article 3 below to modify, change, replace, or adjust TD HUD rates, it shall continue in effect through the first Meter-Reading Time that falls at least 12 months after the Effective Date.

ARTICLE 2
CONTRACT DEMAND

Article 4 of the Power Supply Contract is amended in the respects necessary to provide that during the term of this Agreement:

- (a) Distributor will make available to Company 3,400 kW of firm power during the hours designated as onpeak hours in the Rate Schedule, which amount shall be the "onpeak contract demand," and
- (b) Distributor will make available to Company 3,400 kW of firm power during the hours designated as offpeak hours in the Rate Schedule, which amount shall be the "offpeak contract demand."

ARTICLE 3
APPLICATION OF TD HUD RATE SCHEDULE

Article 5 of the Power Supply Contract is amended in the respects necessary to provide that, during the term of this Agreement, "Rate Schedule" shall mean TVA's TD HUD Rate Schedule applicable to Company, which is attached to and made a part of this Agreement and the Power Supply Contract, as such schedule may be modified, changed, replaced, or adjusted from time to time (together with the currently effective Adjustment Addendum).

SECTION 4
ADMINISTRATIVE COST CHARGE

Article 5 of the Power Supply Contract is amended in the respects necessary to provide that during the term of this Agreement:

- (a) To help recover administrative and other costs of making the TD HUD program available (Administrative Costs), Distributor's monthly power invoice to Company shall include, and Company shall pay, a monthly Administrative Costs charge of \$700.00. This charge shall be due and payable each month on the due date for the monthly power invoice.

SECTION 5
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.

SOUTHWIRE

By Richard Miller
Title: Sr. V.P. Electrical Mfg.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:



STARKVILLE ELECTRIC DEPARTMENT

TIME DIFFERENTIATED HOURS USE OF DEMAND MANUFACTURING SERVICE RATE--SCHEDULE TDMSB (October 2010)

Availability

This rate shall be available for firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 1,000 kW but not more than 15,000 kW, (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have a currently effective onpeak or offpeak contract demand greater than 5,000 kW, and shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service, and (c) this rate schedule is elected as an alternative to service under Schedules GSA, MSB, TGSA, or TMSB for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011; provided that the other conditions of this section are met. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

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

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

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

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

A customer may not be on this rate schedule and participate in any demand response program which is designated by TVA as inconsistent with service under this schedule. A customer may not be on this rate schedule and participate in the small manufacturing credit program. A customer may not be on this rate schedule and participate in TVA's Enhanced Growth Credit (EGC) Program unless it agrees to a modification of its EGC agreement to provide for the EGC credits to be capped according to applicable guidelines. A customer may not be on this rate schedule and participate in TVA's 5 Minute Response (5 MR) or 60 Minute Response (60 MR) Interruptible Programs unless it agrees to a modification of its 5 MR or 60 MR Agreement to provide for the 5 MR or 60 MR credit amounts to be shaped according to applicable guidelines.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 181 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge:	\$1,500 per delivery point per month
Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	\$11.86 per kW per month of the customer's onpeak billing demand, plus \$3.16 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus \$11.86 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher
Winter Period	\$6.89 per kW per month of the customer's onpeak billing demand, plus \$3.16 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus \$6.89 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher
Transition Period	\$3.16 per kW of offpeak billing demand per month, plus \$6.89 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its offpeak contract demand

Energy Charge:

Summer Period	5.356¢ per kWh per month for all onpeak kWh, plus 2.778¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh
Winter Period	3.270¢ per kWh per month for all onpeak kWh, plus 2.778¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh
Transition Period	2.778¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all kWh

Offpeak Hours Use of Demand Adjustment:

The above offpeak energy charges for the Summer Period and the Winter Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

- 0.195¢ per kWh for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
- 1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy
- 2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy

The above energy charge for a Transition Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

- 0.195¢ per kWh for the first 425 hours use of maximum metered demand
- 1.101¢ per kWh for the next 195 hours use of maximum metered demand
- 2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours

For the Summer Period, Winter Period and Transition Period, no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Adjustment

The base demand and energy charges, and the adjustment amounts provided for in the Offpeak Hours Use of Demand Adjustment shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

Facilities Rental Charge

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

Reactive Demand Charges

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

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months. The Seasonal Periods under this rate schedule are subject to change by TVA. In the event TVA determines that changed Seasonal Periods are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed periods, and Distributor shall promptly notify customer.

Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall be 1 p.m. to 7 p.m. during the Summer Period and from 4 a.m. to 10 a.m. during the Winter Period. For the Summer Period and the Winter Period, all other hours of each year that are not otherwise defined as onpeak hours and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours, and Distributor shall promptly notify customer.

For the Transition Period, all hours shall be offpeak hours.

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

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month

shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last sentence of the paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and in each case shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and, except as provided below in this section, such amounts shall be used as the onpeak and offpeak billing demands. The maximum metered demand for any month shall be the higher of (1) the highest onpeak metered demand in the month or (2) the highest offpeak metered demand in the month. The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months. The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to any excess of offpeak over onpeak billing demand applied to the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". It is recognized that no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

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

Contract Requirement

The contract requirement of the schedule (GSA, MSB, TGSA, or TMSB) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule GSA, MSB, TGSA, or TMSB. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments to its power contract with Distributor, may receive service under Schedule GSA, MSB, TGSA, or TMSB for any required contract term then remaining; provided, however, that the contract demand for any such service under Schedule GSA or MSB shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

Payment

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

Single-Point Delivery

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

Service is subject to Rules and Regulations of Distributor.

AMENDATORY AGREEMENT
Among
CITY OF STARKVILLE, MISSISSIPPI,
SOUTHWIRE COMPANY,
And
TENNESSEE VALLEY AUTHORITY

Date: _____

Contract No. 2552, Supp. No. 2

THIS AGREEMENT, made and entered into by and among CITY OF STARKVILLE, MISSISSIPPI (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi; SOUTHWIRE COMPANY (Company), a corporation created and existing under and by virtue of the State of Georgia; and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

W I T N E S S E T H:

WHEREAS, Distributor and Company have entered into a power supply contract that provides for a Contract Demand of 3,326 kW for the operation of Company's plant in Starkville, Mississippi; and

WHEREAS, Company participates in TVA's 5 Minute Response (5 MR) Interruptible Program under an agreement among Company, Distributor, and TVA, numbered 2552 and dated December 1, 2009, as amended (5 MR Agreement); and

WHEREAS, Distributor and Company have amended the Company Contract to increase the Contract Demand from 3,326 kW to 3,400 kW, effective as of the date first-above written; and

WHEREAS, the parties wish to amend the 5 MR Agreement to reflect the new Contract Demand of the Company Contract by increasing the amount of Protected Demand;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the provisions of the TVA Act, the parties mutually agree as follows:

SECTION 1 - EFFECTIVE DATE

The provisions of this agreement shall be effective from and after the meter-reading time on the date first above written (Effective Date) and during the remaining term of the 5 MR Agreement.

SECTION 2 - PROTECTED DEMAND AND 5 MR AVAILABILITY

From and after the Effective Date of this agreement, section 3 of the 5 MR Agreement is amended in the respects necessary to increase the amount of Protected Demand in 3.1(a) of said section 3 from 1,826 kW to 1,900 kW. Further, it is expressly recognized and agreed that the portion of the Contract Demand designated as 5 MR in 3.1(b) of said section 3 shall continue to be 1,500 kW.

SECTION 3 - RATIFICATION OF 5 MR AGREEMENT

The 5 MR Agreement, as amended by this agreement, is ratified and confirmed as the continuing obligation of the parties.

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

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:



SOUTHWIRE COMPANY

By Richard Miller
Title: Sr. V.P. Electrical Mng.

TENNESSEE VALLEY AUTHORITY

By _____
Senior Vice President
Commercial Operations and Pricing

AMENDATORY AGREEMENT
Among
CITY OF STARKVILLE, MISSISSIPPI,
SOUTHWIRE COMPANY,
And
TENNESSEE VALLEY AUTHORITY

Date: _____

Contract No. 2552, Supp. No. 3

THIS AGREEMENT, made and entered into by and among CITY OF STARKVILLE, MISSISSIPPI (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi; SOUTHWIRE COMPANY (Company), a corporation created and existing under and by virtue of the State of Georgia; and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

W I T N E S S E I H:

WHEREAS, the power supply contract between Distributor and Company (Company Contract), provides for a contract demand of 3,400 kW for the operation of Company's plant in Starkville, Mississippi; and

WHEREAS, under an agreement among Company, Distributor, and TVA, numbered 2552 and dated December 1, 2009, as amended (5 MR Agreement), Company participates in TVA's 5 Minute Response (5 MR) Interruptible Program under which a portion of Company's Contract Demand is designated as 5 MR interruptible power; and

WHEREAS, parties have also entered into an agreement numbered 2552, Supp. No. 1, and dated December 1, 2009 (5 MR Amendatory Agreement), to allow Company to take service from the Distributor under the Time Differentiated Hours Use of Demand (TD HUD) rate schedule for a 12-month period (TD HUD Period), and the parties now wish to extend the TDHUD Period for an additional twelve months; and

WHEREAS, the parties wish to supplement and amend the 5 MR Agreement to recognize how TVA will apply that agreement while Distributor provides service to Company under a time-of-use rate schedule;

NOW, THEREFORE, for and in consideration of the premises and of the agreements set forth below, and subject to the provisions of the TVA Act, the parties agree as follows:

SECTION 1 - TERM AND TERMINATION OF 5 MR AMENDATORY AGREEMENT

Effective as of the date first above written, the 5 MR Amendatory Agreement is amended in the respects necessary to make that agreement continue in effect until such time that Company no longer takes service from Distributor under a rate schedule that provides for different onpeak and offpeak demand charges.

SECTION 2 - RATIFICATION OF 5 MR AGREEMENT

The 5 MR Agreement, as amended by this agreement, is ratified and confirmed as the continuing obligations of the parties.

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

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:



SOUTHWIRE COMPANY

By *Richard Mills*
Title: *Sr. V.P. Electrical Mfg.*

TENNESSEE VALLEY AUTHORITY

By _____
Senior Vice President
Commercial Operations and Pricing

29.

**A MOTION TO APPROVE THE DETERMINED BEST BID,
BASED ON DELIVERY TIME AND SERVICE LOCATION,
FOR TWO 25-YARD REAR LOADING SANITATION TRUCKS
SUBMITTED BY WATERS TRUCK AND TRACTOR
IN THE AMOUNT OF \$303,687.00**

There came for consideration the matter of purchasing 2 - 25 yard rear loading sanitation trucks. After discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey to accept the determined best bid submitted by Waters Truck and Tractor in the amount of \$303,687.00 for the purchase of 2 - 25 yard rear loading sanitation trucks, noting that the delivery time and service location being the determining factor. The Board voted unanimously in favor of the motion.

NAME	BID AMOUNT	SERVICE LOCATION	DELIVERY TIME
Ingram Equip.	\$323,412.00	Columbus, MS	30 days and 100 days
Sansom Equip.	\$303,118.40	Tupelo, MS	150 days
Waters Truck & Tractor	\$303,687.00	Columbus, MS	60 days

NOTE: Sansom Equipment from Tupelo, MS made the lowest bid at \$303,118.40. It quoted a delivery time of 150 days. Waters Truck & Tractor of Columbus quoted the next lowest bid at \$303,687.00 with a delivery time of 60 days. The difference in the two bids is \$568.60. The Board deliberated and determined that the faster delivery time and closer proximity for service by Waters Truck & Tractor made its bid the best bid and worth the \$568.60 difference in the bids.

Alderman Sandra Sistrunk and Alderman Eric Parker left the meeting room

30.

**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 a Closed Session for the preliminary determination of the necessity of an Executive Session. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Ben Carver to enter into a Closed Session to determine the need for Executive Session, the Board voted as follows:

Alderman Ben Carver
Alderman Sandra Sistrunk

Voted: Yea
Voted: not present for vote

Alderman Eric Parker	Voted: <u>not present for vote</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

Alderman Sandra Sistrunk and Alderman Eric Parker rejoined the meeting.

31.

**A MOTION DECLARING DISCUSSION REGARDING
PERSONNEL AS PROPER CAUSE FOR EXECUTIVE SESSION**

There came for consideration the matter to determine that discussions regarding Personnel as proper cause for Executive Session. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, that deliberations and findings concerning the discussion of Personnel matters in the Electric Department as proper for Executive Session, the Board unanimously voted in favor of the motion.

32.

**A MOTION TO EXIT CLOSED SESSION AND
RE-ENTER OPEN SESSION**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Ben Carver to exit Closed Session and re-enter Open Session, the Board unanimously voted in favor of the motion.

33.

**A MOTION TO ENTER INTO EXECUTIVE SESSION FOR THE
DISCUSSION OF A GRIEVANCE IN THE ELECTRIC DEPARTMENT**

There came for consideration the matter of entering Executive Session to discuss a grievance of an employee in the Electric Department. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., that the Board exit Open Session and enter into an Executive Session to discuss the named subject, the Board unanimously voted their approval.

34.

**A MOTION TO REAFFIRM THE REMOVAL OF THE
WRITTEN REPRIMAND FROM STARKVILLE ELECTRIC
DEPARTMENT EMPLOYEE JOHN TOLIVER'S PERSONNEL FILE**

There came for consideration the matter of a grievance from Electric Department employee John Toliver. After discussion, and

upon the motion of Alderman Roy A. Perkins, duly seconded by Alderman Henry Vaughn, Sr., to reaffirm the removal of the written reprimand from Mr. Toliver's personnel file, the Board voted unanimously in favor of the motion.

Note:

The Board directed Mr. Randy Boyd, Personnel Officer, and Mr. Edd Hattaway, Electric Department General Manager to investigate harassment complaints, and to emphasize to supervisors' the City's policy, stating no retaliation to any aggrieved employee.

35.

**A MOTION TO EXIT EXECUTIVE SESSION
AND RETURN TO OPEN SESSION**

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey, to exit Executive Session and return to Open Session, the Board unanimously voted their approval.

36.

A MOTION TO ADJOURN

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey, the Board unanimously approved the motion to adjourn. The next meeting of the Mayor and Board will be held Tuesday October 5, 2010 at 5:30 p.m. in the Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2010.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR

(SEAL)