

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
May 21, 2013**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on May 21, 2013 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, Richard Corey, Jeremiah Dumas, Roy A.' Perkins, and Henry Vaughn, Sr. Absent were Aldermen Sandra Sistrunk and Eric Parker. Attending the Board were City Attorney Chris Latimer and Deputy City Clerk and Chief Administrative Officer, D. Lynn Spruill.

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

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Jeremiah Dumas requested the following changes to the revised and published May 21, 2013 Official Agenda:

Add to Consent Item IV.A Approval of the Minutes of the April 2, 2013 Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville.

Add to Consent Item IV.B Approval of the Minutes of the April 16, 2013 Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville.

Add to Consent Item XI.H.1 Authorization to hire Nicholas Shumaker and Charles Taylor to fill vacant positions of firefighter.

Add to Consent Item XI.H.2 Authorization to hire Marcus Gillespie to fill the vacant position of service technician in the Electric Department.

Add to Consent Item XI.H.3 Authorization to promote Tony Sykes to fill the vacant position of foreman in the Street Department.

Add to Consent Item XI.H.4 Authorization to advertise to fill the vacant position of lead foreman in the water/sewer division of Public Services.

The Mayor asked for further revisions to the published May 21, 2013 Official Agenda.

Alderman Roy A.' Perkins requested the following changes to the revised and published May 21, 2013 Official Agenda:

Add to Consent Item X.B. Approval of accepting the lowest and best bid from Graham Roofing for the replacement of the roof at the Oktibbeha County Public Library in the amount of \$23,889.00 and paying a 50% share of the replacement cost in the amount of \$11,944.50.

Add to Consent Item X.E. Approval of the job description as presented and authorization to advertise for letters of interest with the deadline of May 30, 2013 at 5:00 P.M. and the Chief Administrative Officer to notify the Oktibbeha Bar Association through the lawyer's mail boxes in the Chancery Clerk's office.

Add to Consent Item X.H. Approval of creating a permanent, full-time parking enforcement officer position with full benefits at a grade 7/\$12.00 per hour to be added to the police department budget from the ending fund balance and with a requirement that any change, deletion or modification of this position is only with Board authorization.

Add to Consent Item X.I. Approval of a resolution authorizing the execution of an amended and restated development and reimbursement agreement by and between the City of Starkville, Mississippi and Cotton Mill Development Group, LLC, a Mississippi Limited Liability Company; and for related purposes.

Alderman Perkins requested that the agenda be reordered to place agenda items X.C and X.D immediately following agenda item III.

1. A MOTION TO APPROVE THE OFFICAL AGENDA AS REVISED

There came for consideration the matter of approving and adopting the May 21, 2013, Official Agenda of the Recess Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, to approve the May 21, 2013, Official Agenda as modified with items listed as consent and with the agenda as reordered, the Board voted unanimously to approve the motion.

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



OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, MAY 21, 2013
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

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

***** *ITEMS SHOWN IN ITALICS WITH AN ASTERISK HAVE BEEN ADDED, DELETED OR
MODIFIED FROM THE ORIGINAL AGENDA*

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
 - A. APPROVAL OF THE CONSENT AGENDA
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
 - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE APRIL 2, 2013 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.
 - B. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE APRIL 16, 2013, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

NEW EMPLOYEE INTRODUCTION: LATOYA WILLIAMS—
POLICE RADIO OPERATOR/RECORDS CLERK

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PUBLIC APPEARANCE BY MR. GEORGE MCKEE REGARDING INCLUDING HIS PROPERTY ON SOUTH WASHINGTON STREET INTO THE OVERSTREET HISTORIC DISTRICT.

VIII. PUBLIC HEARING

A. FIRST PUBLIC HEARING ON THE ADOPTION OF THE GREENSBORO STREET HISTORIC DISTRICT AND THE DISTRICT STANDARDS.

B. FIRST PUBLIC HEARING ON THE ADOPTION OF THE NASH STREET HISTORIC DISTRICT AND THE DISTRICT STANDARDS

C. FIRST PUBLIC HEARING ON THE ADOPTION OF THE OVERSTREET HISTORIC DISTRICT AND THE DISTRICT STANDARDS.

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

A. REPORT FROM RANDY SCRIVNER ON THE CITY OF STARKVILLE 2012 AUDIT RESULTS.

B. CONSIDERATION OF ACCEPTING THE LOWEST AND BEST PROPOSAL AND APPROVING THE PAYMENT FOR THE REPLACEMENT OF THE ROOF ON THE OKTIBBEHA COUNTY LIBRARY FROM GRAHAM ROOFING IN THE AMOUNT OF \$23,889.00 WITH COST TO BE SHARED WITH OKTIBBEHA

COUNTY.

- C. REPORT FROM JASON WOOTEN OF PEPPER WOOTEN ENGINEERS ON THE STATUS OF THE FEMA REQUIREMENTS FOR CARVER DRIVE DITCH
- D. REPORT FROM THE CITY ATTORNEY ON MATTERS REGARDING CARVER DRIVE DITCH.
- E. CONSIDERATION OF THE JOB DESCRIPTION FOR THE CITY PROSECUTOR AND AUTHORIZATION TO ADVERTISE FOR LETTERS OF INTEREST.

F. CONSIDERATION OF THE ACCEPTANCE OF THE LOWEST AND BEST BID IN THE AMOUNT OF \$99,985.58 FROM PRECISION COMMUNICATIONS, INC. FOR THE INSTALLATION OF THE NEW EMERGENCY SIRENS TO BE PURCHASED FROM THE FEMA GRANT AWARD.

- G. CONSIDERATION OF MAKING AN APPOINTMENT TO THE OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES TO FILL OUT THE UNEXPIRED TERM ENDING 9/30/13.
- H. DISCUSSION AND CONSIDERATION OF THE EXTENSION OF THE POSITION OF THE DOWNTOWN PARKING ENFORCEMENT OFFICER POSITION.
- I. CONSIDERATION OF A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI AND COTTON MILL DEVELOPMENT GROUP, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY; AND FOR RELATED PURPOSES.

***** J. *CONSIDERATION OF A STUDY BY THE COMMUNITY DEVELOPMENT DIRECTOR ON IDENTIFYING AND ADOPTING SCENIC BYWAY AND ENTRY CORRIDORS INTO THE CITY OF STARKVILLE.*

***** K. *CONSIDERATION OF APPROVAL OF THE PAYING AGENT AGREEMENT FOR THE CITY OF STARKVILLE GENERAL OBLIGATION UTILITY REFUNDING BONDS, SERIES 2013.*

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

A. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS TO MOW THE PROPERTIES DECLARED AS DILAPIDATED PROPERTIES IN ACCORDANCE WITH MS CODE 21-19-11(1) B.

2. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

3. PLANNING

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF MAY 16, 2013.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF MAY 16, 2013.

3. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING APRIL 30, 2013, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

F. FIRE DEPARTMENT

- ##### 1. REQUEST APPROVAL OF A COMMERCIAL BURN PERMIT FOR BUDDY PRISOCK OF PRISOCK DIRT COMPANY FOR THE CREEKSIDE DEVELOPMENT ON OLD WEST POINT ROAD.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE NICHOLAS SHUMAKER AND CHARLES TAYLOR TO FILL VACANT POSITIONS OF FIREFIGHTER.
2. REQUEST AUTHORIZATION TO HIRE MARCUS GILLESPIE TO FILL VACANT POSITION OF SERVICE TECHNICIAN IN THE ELECTRIC DEPARTMENT.
3. REQUEST AUTHORIZATION TO PROMOTE/HIRE TONY SYKES TO FILL THE VACANT POSITION OF FOREMAN IN THE STREET DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF LEAD FOREMAN IN THE WATER/SEWER DIVISION OF PUBLIC SERVICES.
5. REQUEST APPROVAL OF JOB DESCRIPTION AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITION OF CITY PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

I. POLICE DEPARTMENT

- ##### 1. REQUEST APPROVAL SGT. LAURA HINES-ROBERSON AND OFFICER MANDY WILSON TO ATTEND 2013 D.A.R.E. STATE CONFERENCE WITH ADVANCE TRAVEL AUTHORIZED.

- ##### 2. REQUEST APPROVAL FOR SGTS ANDY FULTZ, STEVE LYLE AND SHAWN WORD TO ATTEND M.A.C.P./F.B.I. COMMAND COLLEGE WITH ADVANCE TRAVEL AUTHORIZED.

3. REQUEST APPROVAL FOR CHIEF LINDLEY TO TRAVEL TO A SUMMER CONFERENCE AND TRADE SHOW IN BILOXI, MS WITH ADVANCE TRAVEL AUTHORIZED.

J. PUBLIC SERVICES

1. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A WASTEWATER SERVICE CONTRACT WITH MISSISSIPPI STATE UNIVERSITY AND THE EAST OKTIBBEHA WASTEWATER DISTRICT ON BEHALF OF THE CITY.

2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST SOURCE OF SUPPLY BIDDER, TO REPLACE A FAILING SEWER LINE FROM THE TRIM CANE PUMPING STATION TO LONG STREET IN AN AMOUNT NOT TO EXCEED \$135,331.94.

K. SANITATION AND ENVIRONMENTAL SERVICES

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- A. PENDING LITIGATION
- B. POTENTIAL LITIGATION
- C. PROPERTY ACQUISITION

XV. OPEN SESSION

XVI. RECESS UNTIL JUNE 4, 2013 @ 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. Joyner Williams, at (662) 323-2525, ext. 121 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

- F. CONSIDERATION OF THE ACCEPTANCE OF THE LOWEST AND BEST BID IN THE AMOUNT OF \$99,985.58 FROM PRECISION COMMUNICATIONS, INC. FOR THE INSTALLATION OF THE NEW EMERGENCY SIRENS TO BE PURCHASED FROM THE FEMA GRANT AWARD.

XI. DEPARTMENT BUSINESS

- A. AIRPORT – NO ITEMS
- B. COMMUNITY DEVELOPMENT DEPARTMENT
1. CODE ENFORCEMENT
- A. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS TO MOW THE PROPERTIES DECLARED AS DILAPIDATED PROPERTIES IN ACCORDANCE WITH MS CODE 21-19-11(1) B.
- C. COURTS – NO ITEMS
- D. ELECTRIC DEPARTMENT – NO ITEMS
- E. FINANCE AND ADMINISTRATION
3. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING APRIL 30, 2013, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.
- F. FIRE DEPARTMENT
1. REQUEST APPROVAL OF A COMMERCIAL BURN PERMIT FOR BUDDY PRISOCK OF PRISOCK DIRT COMPANY FOR THE CREEKSIDE DEVELOPMENT ON OLD WEST POINT ROAD.
- G. INFORMATION TECHNOLOGY – NO ITEMS
- H. PERSONNEL – NO ITEMS
- I. POLICE DEPARTMENT
1. REQUEST APPROVAL SGT. LAURA HINES-ROBERSON AND

OFFICER MANDY WILSON TO ATTEND 2013 D.A.R.E. STATE CONFERENCE WITH ADVANCE TRAVEL AUTHORIZED.

2. REQUEST APPROVAL FOR SGTS ANDY FULTZ, STEVE LYLE AND SHAWN WORD TO ATTEND M.A.C.P./F.B.I. COMMAND COLLEGE WITH ADVANCE TRAVEL AUTHORIZED.
3. REQUEST APPROVAL FOR CHIEF LINDLEY TO TRAVEL TO A SUMMER CONFERENCE AND TRADE SHOW IN BILOXI, MS WITH ADVANCE TRAVEL AUTHORIZED.

J. PUBLIC SERVICES

1. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A WASTEWATER SERVICE CONTRACT WITH MISSISSIPPI STATE UNIVERSITY AND THE EAST OKTIBBEHA WASTEWATER DISTRICT ON BEHALF OF THE CITY.
2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST SOURCE OF SUPPLY BIDDER, TO REPLACE A FAILING SEWER LINE FROM THE TRIM CANE PUMPING STATION TO LONG STREET IN AN AMOUNT NOT TO EXCEED \$135,331.94.

K. SANITATION DEPARTMENT – NO ITEMS

CONSENT ITEMS 2-20

- 2. A MOTION TO APPROVE THE MINUTES OF THE APRIL 2, 2013 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the minutes of the April 2, 2013 Regular Meeting of the Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

- 3. A MOTION TO APPROVE THE MINUTES OF THE APRIL 16, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the minutes of the April 16, 2013 Recess Meeting of the Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

- 4. A MOTION TO ACCEPT THE LOWEST AND BEST BID IN THE AMOUNT OF \$99,985.58 FROM PRECISION COMMUNICATIONS, INC. FOR THE INSTALLATION OF THE NEW EMERGENCY SIRENS TO BE PURCHASED FROM THE FEMA GRANT AWARD.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "lowest and best bid in the amount of \$99,985.58 from Precision Communications, Inc. for the installation of the new emergency sirens to be purchased from the FEMA grant award" is enumerated, this consent item is thereby approved.

May 9, 2013 Bid results – Emergency Sirens

Bidder	Amount
McCord Communications 1508 Nobel St Anniston, AL 36201	\$ 147,537.00
Precision Communications, Inc. 587 E President St Tupelo, MS 38801	\$ 99,985.58

5. A MOTION TO AUTHORIZE ADVERTISING FOR BIDS TO MOW THE PROPERTIES DECLARED AS DILAPIDATED PROPERTIES IN THE ACCORDANCE WITH MS CODE 21-19-11(1)B.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "authorization to bid to mow the properties declared as dilapidated properties in the accordance with MS Code §21-19-11(1)B" is enumerated, this consent item is thereby approved.

6. A MOTION TO ACCEPT THE REPORT OF THE RECEIPTS AND EXPENDITURES FOR THE PERIOD ENDING APRIL 30, 2013, IN ACCORDANCE WITH MS CODE §21-35-13.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "acceptance of the report of the receipts and expenditures for the period ending April 30, 2013, in accordance with MS Code §21-35-13" is enumerated, this consent item is thereby approved.

7. A MOTION TO APPROVE A COMMERCIAL BURN PERMIT FOR BUDDY PRISOCK OF PRISOCK DIRT COMPANY FOR THE CREEKSIDE DEVELOPMENT ON OLD WEST POINT ROAD.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of a commercial burn permit for Buddy Prisock of Prisock Dirt Company for the Creekside Development on Old West Point Road" is enumerated, this consent item is thereby approved.

8. A MOTION TO APPROVE HIRING NICHOLAS SHUMAKER AND CHARLES TAYLOR TO FILL THE VACANT POSITIONS OF FIREFIGHTER.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of hiring Nicholas Shumaker and Charles Taylor to fill the vacant positions of Firefighter" is enumerated, this consent item is thereby approved.

9. A MOTION TO HIRE MARCUS GILLESPIE TO FILL THE VACANT POSITION OF SERVICE TECHNICIAN IN THE ELECTRIC DEPARTMENT.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of hiring Marcus Gillespie to fill the vacant position of Service Technician in the Electric Department" is enumerated, this consent item is thereby approved.

10. A MOTION TO HIRE TONY SYKES TO FILL THE VACANT POSITION OF FOREMAN IN THE STREET DEPARTMENT.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of hiring Tony Sykes to fill the vacant position of Foreman in the Street Department" is enumerated, this consent item is thereby approved.

11. A MOTION TO ADVERTISE TO FILL THE VACANT POSITION OF LEAD FOREMAN IN THE WATER/SEWER DIVISION OF PUBLIC SERVICES.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of advertising to fill the vacant position of Lead Foreman in the Water/Sewer division of the Public Services Department" is enumerated, this consent item is thereby approved.

12. MOTION TO APPROVE THE TRAVEL OF SGT. LAURA HINES-ROBERSON AND OFFICER MANDY WILSON TO ATTEND 2013 D.A.R.E. STATE CONFERENCE WITH ADVANCE TRAVEL AUTHORIZED.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval for Sgt. Laura Hines-Roberson and Officer Mandy Wilson to attend 2013 D.A.R.E. State Conference with advance travel authorized" is enumerated, this consent item is thereby approved.

13. A MOTION TO APPROVE THE TRAVEL OF SGTS ANDY FULTZ, STEVE LYLE AND SHAWN WORD TO ATTEND M.A.C.P./F.B.I. COMMAND COLLEGE WITH ADVANCE TRAVEL AUTHORIZED.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval for Sgts. Andy Fultz, Steve Lyle and Shawn Word to attend M.A.C.P./F.B.I. Command College with advance travel authorized" is enumerated, this consent item is thereby approved.

14. A MOTION TO APPROVE THE TRAVEL OF CHIEF LINDLEY TO A SUMMER CONFERENCE AND TRADE SHOW IN BILOXI, MS WITH ADVANCE TRAVEL AUTHORIZED.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval for Chief Lindley to travel to a summer conference and trade show in Biloxi, MS with advance travel authorized" is enumerated, this consent item is thereby approved.

15. A MOTION TO APPROVE FOR THE MAYOR TO EXECUTE A WASTEWATER SERVICE CONTRACT WITH MISSISSIPPI STATE UNIVERSITY AND THE EAST OKTIBBEHA WASTEWATER DISTRICT

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval for the Mayor to execute a wastewater service contract with Mississippi State University and the East Oktibbeha Wastewater District" is enumerated, this consent item is thereby approved.

WASTEWATER SERVICE CONTRACT

Between

Mississippi State University, City of Starkville, and
East Oktibbeha Wastewater District

This contract made and entered into this ____ day of _____, 2013, by and between East Oktibbeha Wastewater District (hereinafter referred to as "Customer"), Mississippi State University and the City of Starkville, Mississippi (both hereinafter referred to as "Owner").

WHEREAS the Customer is organized and established under the provisions of Section 19-5-151 et seq. of the Mississippi Code of 1972 for the purpose of constructing and operating a wastewater collection system within a wastewater district more particularly described in Exhibit "1" and requires access to a wastewater treatment facility;

WHEREAS the Customer is authorized pursuant to Section 19-5-175 et seq. of the Mississippi Code of 1972 to contract with any municipality, person, firm or corporation for collection, transportation, treatment and/or disposal of sewage and for services required incident to the operation and maintenance of such systems.

WHEREAS, by Order Granting Initial Certificate of Public Convenience and Necessity issued by the Mississippi Public Service Commission (Commission) on April 3, 2012, the Commission ordered that the present and future public convenience and necessity justifies and requires the grant of an Initial Certificate of Public Convenience and Necessity to the Customer to serve a specified area of Oktibbeha County, Mississippi, described in Exhibit "A" attached to that Order. The Commission further ordered that the Customer is granted an Initial Certificate of Public Convenience and Necessity pursuant to Section 77-3-1, et seq., as amended, to construct, operate and maintain a sewer system so as to furnish sewer service to the public for compensation in a specified area of Oktibbeha County described in Exhibit "A" attached to the Order.

WHEREAS, by Order Approving Sale and Transfer issued by the Mississippi Public Service Commission (Commission) on January 11, 2012, the Commission ordered that the sale and transfer by Viking Developments, L.L.C. to Customer of Viking's Certificates of Public Convenience and Necessity and assets used in the construction, operation and maintenance of a sewer system in the areas of Oktibbeha County, Mississippi, was authorized and approved.

WHEREAS, the Mississippi Environmental Quality Permit Board issued State of Mississippi Water Pollution Control Permit No. MSU095290 to Customer on January 20, 2012, which granted Customer permission to operate a wastewater disposal system related to Sand Creek Properties located in Oktibbeha County, Mississippi. The Permit further required the Customer to submit plans and specifications for connecting the Sand Creek Properties to the municipal or regional wastewater collection and treatment system within six months after the effective date of the Permit.

WHEREAS the City of Starkville, Mississippi, is a code charter municipality, organized and established under the provisions of Section 21-3-1, et. seq. of the Mississippi Code of 1972, with the authority to contract thereunder.

WHEREAS the City of Starkville, Mississippi, has constructed, owns, and operates, through a contractual partnership with Mississippi State University, a wastewater treatment facility pursuant to Wastewater Treatment Construction Grants Program Number C280379-03, for a service area designated as the Wastewater Facilities Planning Area, as shown on Exhibit "2" attached.

WHEREAS, by Resolution No. _____ enacted on the _____ day of _____ by the City of Starkville, the treatment of wastewater from the Customer in accordance with the provisions of said Resolution was approved, and the execution of this contract carrying out the said Resolution by the Mayor and attested by the City Clerk was duly authorized;

WHEREAS, Mississippi State University has approved the treatment of wastewater from the Customer in accordance with the provisions of this contract, and the President of Mississippi State University has been duly authorized to enter into a contract of this nature by the Board of Trustees of State Institutions of Higher Learning;

WHEREAS the Customer and the Owner desire to enter into a contract, under the terms of which the Customer will utilize the Owner's facilities for transportation, treatment, and disposal of domestic and commercial wastewater generated within the Customer's currently established district, more particularly described in Exhibit "1";

WEREAS this contract is entered into pursuant to the Interlocal Cooperation Act of 1974, as codified in Mississippi Code Section 17-13-1 et. seq., and shall not take effect unless approved by the Mississippi Attorney General pursuant to Mississippi Code Section 17-13-11, and if so approved, until it is filed with the chancery clerk of Oktibbeha County and with the Secretary of State.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth, the parties agree as follows:

1. Point of Delivery: The Customer is solely responsible for all new construction of facilities required for a complete sanitary sewer collection system to the Points of Delivery of the Owner. The Points of Delivery for this contract are designated as Mississippi State University's North Farm Wastewater Pumping Station and the existing Viking Delivery Point.

2. Quantity: To receive Customer's wastewater at the Point of Delivery during the term of this Agreement or any renewal or extension thereof, the quantity of Customer's wastewater shall not exceed 12 Million gallons per month. Quantities in excess of 12 Million gallons per month are subject to the following conditions:

(a) In the event Customer's wastewater quantity ever exceeds 12 Million gallons per month during any one month period, Owner shall notify Customer and Customer shall take immediate action toward securing an alternative wastewater treatment provider unless the parties otherwise mutually agree in writing. In the event the parties do not reach an agreement, within 90 days of receiving such notification from Owner, Customer shall notify Owner in writing of its plan of securing an alternative wastewater treatment provider. Customer shall secure an alternative wastewater treatment provider within 3 years of receiving first notice of having exceeded the 12 Million gallon per month threshold. In the event Customer has not secured an alternative provider within 3 years, this Agreement may be terminated at the Owner's sole discretion.

(b) In the event Customer's wastewater quantity ever exceeds 12 Million gallons per month during any one month period, Customer shall not accept any additional end-user which generates in excess of 5000 gallons per day without the express written permission of Owner.

(c) Notwithstanding the foregoing, in the event Customer's wastewater quantity ever exceeds 15 Million gallons per month during any one month period without the express written approval of the Owner, such approval being at Owner's sole discretion, this Agreement may be terminated at the will of the Owner with 90 days written notice to Customer. Customer also shall pay in addition to the rates and fees listed in Section 5 below, a surcharge of \$3.50 per 1000 gallons of wastewater in excess of 15 million gallons per month.

Customer understands and agrees that excessive inflow and infiltration of storm water into the Customer's system may result in delivery of wastewater to the Owner that – may adversely affect the biological wastewater treatment process utilized by the Owner and/or cause sanitary sewer overflows (SSO's) in the Owner's collection system. Owner shall provide written notification to Customer in the event inflow and infiltration of storm water into Customer's system has adversely affected the biological wastewater treatment process utilized by the Owner and/or is causing sanitary sewer overflows (SSO's) in the Owner's collection system. Once such notification is received, Customer shall retain the services of a Mississippi licensed Professional Engineer (Customer's Engineer) to develop and present to the Owner a plan to reduce inflow and infiltration into the Owner's system within 90 days of notification and complete the planned improvements within 180 days of notification. The failure of Customer to present and complete a plan to reduce inflow and infiltration within the aforementioned time frames or such other time frames mutually agreed to in writing by the parties shall constitute a breach of this agreement. The Customer shall reimburse the Owner for the Customer's proportional share of any fines and penalties imposed on the Owner by the Mississippi Department of Environmental Quality or the U.S. Environmental Protection Agency directly attributed to excessive inflow and infiltration of storm water into the Customer's collection system.

3. Connection Fee: Because Customer's wastewater flow into Owner's system will consume some portion of the capacity growth margin of the total existing system, Customer shall pay a connection fee upon execution of this Agreement to Mississippi State University. The connection fee will be calculated based on the Connection Fee formula set forth in Exhibit "C", which shall cover any and all costs for connection to Owner's system and any upgrades necessary to accommodate the maximum quantity of wastewater specified in Section 2 of the Agreement. It is understood and agreed that any future expansions to the Customer's wastewater system or an increase in quantity beyond the maximum amount specified in Section 2 may require Customer an additional Connection Fee to the Owner in the event such additions or expansions are approved by Owner. Any such additional Connection Fee will be negotiated in good faith and mutually agreed if such additions or expansions are approved by the Owner. In the event such additional Connection Fee cannot be mutually agreed upon, the Owner may terminate this Agreement at Owner's discretion with 90 days written notice.

4. Point of Delivery Metering: The Customer agrees to furnish, install, operate and maintain at its own expense the required metering, meter house and standard necessary devices to provide a single metering point at the Point of Delivery for the purpose of determining monthly sanitary sewer billing to the Customer. Connection to the Owner's Point of Delivery will be made by the Customer, and will be observed/inspected by the Owner. Although a water bill or other indication of water usage will not suffice, due to possibility of storm water intrusion contributing to system load, Owner reserves the right to require, and Customer agrees to provide Owner with water bills as a means of verifying the accuracy of the Point of Delivery meter. The metering point shall be protected within an enclosure requiring key access. Customer shall provide Owner with keys in order for Owner to have access to the metering point. Customer shall provide and maintain suitable and safe means of access (walkway, steps, etc.) to the metering point. The metering equipment used by Customer shall meet the specification of the Owner and be compatible with the Owner's radio monitoring and control system. Customer shall also bear the cost of having its metering equipment input into Owner's radio monitoring and control system. Construction plans and specification for any facilities required to meter wastewater to the Owner's system shall be approved by the Owner prior to construction. These documents will be marked "Approved" by the Owner, and attached to and made a part of this Contract. Customer also agrees to recalibrate such metering equipment whenever requested by Owner, but at least annually without request. The calibration report shall be promptly forwarded to the Owner.

5. Rate/Billing: The Customer agrees to pay and Mississippi State University will bill Customer each month on a per 1,000 gallons rate. Currently, the rate is \$2.90 per 1,000 gallons of wastewater. This rate may be adjusted as necessary to cover Owner's expenses, and any rate adjustment will be consistent with the usual and customary rate charged by the City of Starkville to wastewater treatment service customers outside the City of Starkville. Customer is responsible for providing an up-to-date billing address. Any amount unpaid after the due date specified on the bill may be subject to interest at the rate of 1 1/2 % per month. After sixty days of nonpayment from the due date, service may be discontinued upon thirty days' written notice to Customer. The meter shall be read on a monthly basis by the appropriate official of the Owner. If Customer's metering device is out of

service, billing will be based on the highest monthly usage of the prior twelve months and will continue as such until meter is repaired and proven to be accurate.

6. Customer's Facilities/Connection: All of Customer's wastewater system materials and installation, including residential/commercial collection, designed and installed after the date of this agreement, shall be in accordance with the City of Starkville minimum specifications for the construction of wastewater systems, latest revision, unless otherwise mutually agreed in writing by the parties. The Customer shall submit plans and specifications prepared and certified by a Mississippi licensed Professional Engineer (Customer's Engineer) to the Owner's inspector for review prior to the commencement of construction. The Owner's inspector shall advise the Customer's Engineer of any concerns regarding the plans and specifications within 30 days after receipt of a copy of the plans and specifications. Upon substantial completion of construction, the Customer's Engineer shall notify the Owner's inspector. The Owner's inspector shall be allowed thirty (30) days after notification of substantial completion to perform a final inspection. The Owner's inspector shall notify the Customer's Engineer of any non-compliance with the construction documents discovered by the Owner's inspector during final inspection. Any noncompliance with the final plans and specifications shall be corrected prior to the release of retained funds to the construction contractor. It is agreed and understood that the Owner's inspector shall either (a) be a Mississippi Licensed Professional Engineer or (b) be supervised by a Mississippi Licensed Professional Engineer qualified to inspect sewer collection systems. All costs associated with Owner's inspector and Owner's inspections shall be borne by Owner. Any inspection or failure to inspect or reject shall not render the Owner liable or responsible for any damage resulting from defects in the installation of sewer collection systems or from accidents which may occur upon Customer's premises. The Customer shall provide Owner 60 days prior written notice of the expected date of completion of Customer's wastewater system and the first date of initial wastewater flow.

7. Ownership and Maintenance. The parties agree that the Customer will own and be responsible for operation, maintenance and upgrades of all facilities at and upstream of the Points of Delivery, and the Owner will be responsible for operation and maintenance from the Points of Delivery downstream, excluding the Customer's connection. Customer agrees to repair any damage to the Owner's facilities caused by the tap, installation or operation of Customer's pump station. Customer further agrees to be responsible for billing and collection of any end-users of its wastewater facilities.

8. Interruptions of Service. The Owner will use reasonable diligence in supplying wastewater service, but shall not be liable for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service, failure of a wastewater pump station(s), force main failure or any other disruption of services, whether or not caused by Owner's negligence.

9. Expansion and Wastewater Characteristics: It is understood and agreed that Owner's wastewater treatment facilities have a finite capacity and permit limits pursuant to the National Pollutant Discharge Elimination System (NPDES). Customer shall not expand the wastewater district set forth in Exhibit "1" without the express written approval of the Owner, such approval being at the Owner's sole discretion. After the first date of use by Customer of Owner's system, Customer agrees to notify Owner in writing of any new connection of a commercial end-user which generates in excess of

5,000 gallons per day of domestic wastewater prior to such connection. If the connection of any commercial end-user, regardless of the amount of wastewater generated, is expected to introduce, or does in fact introduce, toxic pollutants or hazardous substances as defined by the Federal Clean Water Act, or otherwise adversely affects the Owner's treatment process in a manner that causes the Owner's treatment process to operate outside its NPDES permit limits, or materially changes the flow rate of Customer's wastewater, then the Owner retains the right to prevent such user from connecting to Customer's system. Failure to receive written approval to expand Customer's wastewater district or to give notice of a new commercial customer as provided herein shall render Customer liable for all costs, losses or damage to any of Owner's system caused by the additions or expansion and may, at Owner's discretion, render this agreement voidable upon 90 days written notice by Owner to Customer.

10. Concurrent Water Service Provider: During the entire term of this Agreement, Customer shall maintain a contractual relationship with all water service providers providing water to any customer within Customer's wastewater district, such contract enabling Customer to discontinue water services to any end-user for nonpayment for wastewater services unless Customer is otherwise specifically authorized pursuant to applicable laws and regulations to discontinue water services to any end-user for nonpayment for wastewater services.

11. Termination for Cause: Unless otherwise stated herein, either party may terminate this agreement if the other party fails to perform the obligations to the other party under this agreement by providing notice in writing of such cause and demand to cure within 90 days of written notice. If either party fails to cure, the agreement may be terminated 180 days from the date of first delivering written notice to the other party. Customer retains the right to terminate this agreement by providing Owner written notice one year prior to termination date in the event an alternative treatment option becomes available.

12. Successors and Assigns. This contract shall inure to the benefit of and shall be binding upon respective successors, legal representatives and assigns of the parties hereto, but is not assignable without the written consent of the Owner.

13. Waiver. The failure by Owner at any time to enforce any provision of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Owner to enforce the provision at any time in accordance with its terms.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Mississippi without regard to its choice of law provisions. This Agreement is subject to all applicable rules, regulations or laws as may be applicable to similar agreements in the State of Mississippi and with Owner. Customer is responsible for and agrees to obtain all necessary permits, certificates or the like that may be required by applicable law. Any litigation associated with this agreement shall take place in the Circuit Court of Oktibbeha County, Mississippi or United States District Court for the Northern District of Mississippi, Eastern Division, depending upon the nature of the claim and/or parties involved.

15. Term. This contract shall extend for a term of 15 years and thereafter may be renewed or extended for such term, or terms, as may be agreed upon in writing by the Owner and Customer. In the event Customer has not completed connection to Owner's system within one year of the effective date of this Agreement, this Agreement will be voidable at the sole option of the Owner, unless the parties otherwise mutually agree in writing and Owner's agreement will not be unreasonably withheld

16. Miscellaneous. The construction of the wastewater treatment system by the Customer is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Customer are conditioned upon the approval, in writing, of Rural Development. It is understood and agreed that Owner is not subject to or bound by any terms or conditions of Customer's loan or grant with the United States Department of Agriculture, nor is Owner subject to any laws or regulations applicable to Customer as a result of accepting such loan or grant.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year above written.

Mississippi State University

By: _____

President

Attest:

By: _____

Title: _____

City of Starkville

By: _____

Mayor

Attest: _____

City Clerk

Customer: _____

By: _____

Title: _____

Attest:

By: _____

Title: _____

This contract is approved on behalf of Rural Development, this the ____ day of _____, 2013.

By: _____

Title: _____

- 16. A MOTION TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST SOURCE OF SUPPLY BIDDER, TO REPLACE A FAILING SEWER LINE FROM THE TRIM CANE PUMPING STATION TO LONG STREET IN AN AMOUNT NOT TO EXCEED \$135,331.94.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "notice to proceed to Stidham Construction, the lowest source of supply bidder, to replace a failing sewer line from the trim cane pumping station to Long Street in an amount not to exceed \$135,331.94" is enumerated, this consent item is thereby approved.

- 17. A MOTION TO APPROVE ACCEPTING THE LOWEST AND BEST BID FROM GRAHAM ROOFING FOR THE REPLACEMENT OF THE ROOF AT THE OKTIBBEHA COUNTY LIBRARY IN THE AMOUNT OF \$23,889.00 AND PAYING A 50% SHARE OF THE REPLACEMENT COST IN THE AMOUNT OF \$11,944.50.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "acceptance of the lowest and best bid from Graham Roofing for the replacement of the roof at the Oktibbeha County Library in the amount of \$23,889.00 and paying a 50% share of the replacement cost in the amount of \$11,944.50" is enumerated, this consent item is thereby approved.

- 18. A MOTION TO APPROVE THE JOB DESCRIPTION AS PRESENTED AND AUTHORIZATION TO ADVERTISE FOR LETTERS OF INTEREST WITH THE DEADLINE OF MAY 30, 2013 AT 5:00 P.M. AND THE CHIEF ADMINISTRATIVE OFFICER TO NOTIFY THE OKTIBBEHA COUNTY BAR ASSOCIATION THROUGH THE LAWYER'S MAIL BOXES IN THE CHANCERY CLERK'S OFFICE.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the job description as presented and authorization to advertise for letters of interest with the deadline of May 30, 2013 at 5:00 P.M. and the Chief Administrative Officer to notify the Oktibbeha County Bar Association through the Lawyer's mail boxes in the Chancery Clerk's office" is enumerated, this consent item is thereby approved.

- 19. A MOTION TO CREATE A PERMANENT, FULL-TIME PARKING ENFORCEMENT OFFICER POSITION WITH FULL BENEFITS AT A GRADE 7/\$12.00 PER HOUR TO BE ADDED TO THE POLICE DEPARTMENT BUDGET FROM THE ENDING FUND BALANCE AND WITH A REQUIREMENT THAT**

ANY CHANGE, DELETION OR MODIFICATION OF THIS POSITION IS ONLY WITH BOARD AUTHORIZATION.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of a permanent, full-time parking enforcement officer position with full benefits at a grade 7/\$12.00 per hour to be added to the Police Department budget from the ending fund balance and with a requirement that any change, deletion or modification of this position is only with Board authorization" is enumerated, this consent item is thereby approved.

20. A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI AND COTTON MILL DEVELOPMENT GROUP, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, AND FOR RELATED PURPOSES.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the May 21, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of a resolution authorizing the execution of an amended and restated development and reimbursement agreement by and between the City of Starkville, Mississippi and Cotton Mill Development Group, LLC, a Mississippi Limited Liability Company, and for related purposes" is enumerated, this consent item is thereby approved.

The Mayor and Board of Aldermen (the "**Governing Body**") of the City of Starkville, Mississippi (the "**City**") took up for consideration the matter of approving a Development Agreement in connection with the Tax Increment Financing Plan, Cotton Mill Marketplace Project, dated June 2008 (the "**TIF Plan**"). After a discussion of the subject, Aldermen _____ offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING THE FORM OF AND EXECUTION OF THE AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI AND COTTON MILL DEVELOPMENT GROUP, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The City and Cotton Mill Development Group, LLC, a Mississippi limited liability company (the "**Developer**") desire to enter into that certain amended and restated development and reimbursement agreement in substantially the same form attached hereto as **EXHIBIT A** (the "**Development Agreement**"), dated as of April 26, 2013.

2. The City and the Developer are entering into the Development Agreement pursuant to Sections 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time (the "**TIF Act**").

3. On June 17, 2008, pursuant to the authority of the TIF Act, the City approved and adopted the TIF Plan, which provides for the issuance of not to exceed the principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000) tax increment financing bonds of the City (the "**Bonds**") to fund certain infrastructure improvements described in the TIF Plan.

4. As authorized in the TIF Plan, the City and the Developer may contract to undertake the development and construction of necessary infrastructure improvements in order to provide needed municipal services and infrastructure to the Tax Increment Financing District Property described in the TIF Plan to encourage and foster development and redevelopment within the Tax Increment Financing District, including the installation and construction of certain infrastructure improvements and related development, all as more fully described in the TIF Plan.

5. It is necessary to approve the form of the Development Agreement and the execution thereof.

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

SECTION 1. That the Development Agreement is hereby approved in the form attached hereto as **EXHIBIT A**, and that the Mayor of the Governing Body and the City Clerk of the City

are hereby authorized to execute the Development Agreement in substantially the same form, for and on behalf of the City.

SECTION 2. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 3. For cause, this resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing Resolution, Aldermen _____ seconded the motion for its adoption and the question to a roll call vote, and the result was as follows:

Aldermen Ben Carver	voted: _____
Aldermen Richard Corey	voted: _____
Aldermen Jeremiah Dumas	voted: _____
Aldermen Eric Parker	voted: _____
Aldermen Roy A. Perkins	voted: _____
Aldermen Sandra C. Sistruck	voted: _____
Aldermen Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 21th day of May, 2013.

Mayor

ATTEST:

Finance Director/City Clerk

(SEAL)

EXHIBIT A
DEVELOPMENT AND REIMBURSEMENT AGREEMENT

ButlerSnow 16120274v1

**AMENDED AND RESTATED DEVELOPMENT
AND REIMBURSEMENT AGREEMENT**

THIS AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT is made and entered into as of May 21, 2013 (this "**Agreement**"), by and between the **CITY OF STARKVILLE, MISSISSIPPI** (the "**City**"), a municipal corporation of the State of Mississippi (the "**State**") and **COTTON MILL HOTEL GROUP, LLC**, a Mississippi limited liability company (the "**Developer**").

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "**Board**") pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, and Title 57, Chapter 64, Mississippi Code of 1972, as amended from time to time (the "**Act**"), previously approved the Tax Increment Financing Redevelopment Plan (the "**Redevelopment Plan**") for the City and conducted hearings on the Redevelopment Plan and amendments thereto in accordance with the Act; and

WHEREAS, on June 17, 2008, the Board adopted a resolution giving notice of its intention to approve the Cotton Mill Marketplace Tax Increment Financing Plan as qualified for tax increment financing ("**TIF**"), to amend the Redevelopment Plan to establish and include the Cotton Mill Marketplace Tax Increment Financing District (the "**TIF District**") and adopt the Tax Increment Financing Plan Cotton Mill Marketplace Project, June 2008 (the "**TIF Plan**"), to express its intent at a future time or times to issue Tax Increment Financing Bonds in one or more series (the "**Bonds**") in a principal amount not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) and called a public hearing on the TIF Plan and the issuance of the Bonds, all as provided by the Act; and

WHEREAS, the City published a Notice of Public Hearing on the TIF Plan, and on June 17, 2008, the Board held a public hearing on the TIF Plan after which the Board adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the Bonds for the purpose of constructing or reimbursing Cotton Mill Development, LLC for the cost of acquiring, installing and constructing certain infrastructure improvements (the "**Cotton Mill Infrastructure Improvements**"), in addition to funding capitalized interest, paying costs of issuance and other related fees, as more particularly described in **EXHIBIT A** hereto (the "**Cotton Mill Infrastructure Improvements**") and

WHEREAS, on June 23, 2008, the Board of Supervisors of the County adopted and approved the Tax Increment Financing Plan, Cotton Mill Marketplace Project, Oktibbeha County, Mississippi, June 2008 (the "**County TIF Plan**" together with the City TIF Plan, the "**TIF Plans**") after holding a public hearing in connection therewith, and indicated its intent to cooperate with the City's efforts to finance all or a portion of the costs of the Cotton Mill Infrastructure Improvements pursuant to the request of the Developer and by virtue of such statutory authority as may now or hereinafter be conferred by the Act and as described in the TIF Plans; and

WHEREAS, it is anticipated that the City and County will enter into an Interlocal Cooperation Agreement, pursuant to the Act and the TIF Plans, (the "**Interlocal Agreement**") wherein the City and County will agree to pledge certain ad valorem and sales tax revenues in a proportional amount provided therein in connection with City's issuance of the Bonds;

WHEREAS, the Developer proposes to develop 4.4 acres within the TIF District, as more particularly described in **EXHIBIT C**, attached hereto and made a part hereof (the "**Cotton Mill Property**") and to develop a project to be known as the "Cotton Mill Hotel" (the "**Project**") in the City on the Cotton Mill Property and in a portion of the TIF District to be known as the "**Cotton Mill Hotel Portion**" of the TIF District and further described in **EXHIBIT A** herein and attached hereto; and

WHEREAS, the maximum principal sum of Bonds that may be issued pursuant to this Development Agreement for the Project shall not exceed Three Million Dollars (\$3,000,000), with the proceeds of the Bonds to be used to acquire and construct a portion of the Cotton Mill Infrastructure Improvements (as defined in the TIF Plan) pertaining to the Project; and

WHEREAS, the TIF Plan provides for a pledge of up to ninety-five percent (95%) of the increased real and personal ad valorem taxes and up to 95% of retail sales tax rebate from the State generated by the construction and development of the Project in the Cotton Mill Hotel portion of the TIF District, the City and the Developer have agreed for the City to pledge of up to seventy-five percent (75%) of the increased real and personal ad valorem taxes and up to 75% of retail sales tax rebate from the State generated by the construction and development of the Project in the Cotton Mill Hotel Portion TIF District; and

WHEREAS, as required by the Act, the City and the Developer now desire to enter into this Agreement in order to set forth the agreement between the parties for (a) the acquisition, construction and installation of the Project and the Cotton Mill Infrastructure Improvements by the Developer and (b) the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the Cotton Mill Infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

WHEREAS, this Agreement is authorized by the Act; and

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project described in the TIF Plan in anticipation of the delivery of the Bonds, and as required by the Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for a portion of the costs of the Cotton Mill Infrastructure Improvements from the proceeds of the Bonds for the Project in the Cotton Mill Hotel Portion of the TIF District in an amount not to exceed Three Million Dollars (\$3,000,000) (the "**Reimbursement Portion**").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. The Developer shall be responsible for the acquisition and construction of the Project, which will consist of high quality mixed use development that is expected to feature a hotel, retail, office and parking facilities and the Cotton Mill Infrastructure Improvements

including but not limited to, public parking facilities, installation and relocation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the Cotton Mill Infrastructure Improvements described herein; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees. These Cotton Mill Infrastructure Improvement costs will equal or exceed the Reimbursement Portion. The Developer will go forward with the acquisition, construction and accomplishment of the Cotton Mill Infrastructure Improvements prior to the issuance and sale of the Bonds, and the City shall allow the Developer to be reimbursed for its expenditures for Infrastructure Improvement costs, upon providing documentation of such costs, in an amount equal to qualified expenditures for the Cotton Mill Infrastructure Improvements, but not to exceed the Reimbursement Portion, on or after the issuance of the Bonds; provided, however, that all work and construction, if any, on the Cotton Mill Infrastructure Improvements to be dedicated by the Developer to the City must be performed in compliance with the City's standards, codes and ordinances and approved by the City.

2. The City hereby commits and promises, subject to conditions set out herein, to issue the Bonds and to use a sum, not to exceed the Reimbursement Portion, of the proceeds of the sale of the Bonds to support the acquisition, construction and implementation of the Project and of the Cotton Mill Infrastructure Improvements by reimbursement to the Developer as described herein. In consideration of such commitment by the City, the Developer hereby commits and promises to construct the Project as described herein.

3. The City and the Developer hereby agree that at such time as the Bonds are issued, the City shall deposit the proceeds of the Bonds into a construction fund (the "**Construction Fund**"). Moneys in the Construction Fund shall be used to reimburse the Developer for part of its costs in acquiring and constructing the Cotton Mill Infrastructure Improvements up to the amount of the Reimbursement Portion. Upon the determination that the Project is completed, any moneys remaining in the Construction Fund shall be transferred to the bond and interest fund for the Bonds. The City agrees that at such time as the Bonds are issued and sold and the proceeds thereof are deposited in the Construction Fund, it will make timely reimbursements to the Developer for the purposes authorized herein within thirty (30) days of receipt of a duly completed requisition by the Developer providing documentation of costs and the purpose thereof and requesting reimbursement, such requisition being in substantially the form attached hereto as **EXHIBIT B**.

4. The Developer hereby acknowledge and agree that the City is not authorized to use its general funds to pay any part of the cost of the Cotton Mill Infrastructure Improvements and that the City's obligation to expend funds or reimburse the Developer for costs incurred in connection with the acquisition and construction of the Cotton Mill Infrastructure Improvements is limited to the proceeds of the Bonds. The Developer further acknowledge and agree that if the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with the acquisition and construction of the Project and of the Cotton Mill Infrastructure Improvements. However, the City agrees to use its

best efforts to issue the Bonds and to provide the moneys described hereinabove for the Cotton Mill Infrastructure Improvements.

5. The City agrees to accept maintenance responsibility for that part, if any, of the Cotton Mill Infrastructure Improvements, which are dedicated to the City, contingent on same being constructed in compliance with City standards, codes and ordinances. Any Cotton Mill Infrastructure Improvements to be dedicated to the City must receive prior approval by the City of such dedication.

6. The Developer acknowledge and agree that they assume the risk of proceeding with the acquisition and construction of the Project and of the Cotton Mill Infrastructure Improvements prior to the issuance and sale of the Bonds and further acknowledges that the City's sole source of funds available to reimburse the Developer for such costs is the proceeds of the Bonds.

7. The City hereby agrees that, at such time or times as such new development has occurred within the Cotton Mill Hotel portion of the TIF District to generate sufficient ad valorem tax revenues of the City and County and sufficient increase in sales tax revenue rebates to pay the Bonds or such part of them as may be issued, it will make all reasonable efforts to issue and deliver the Bonds in such amount or amounts and with such details, provisions and security as may hereafter be agreed upon by the City and the Developer and which the new development can support. The City represents to the Developer that it will use its best efforts to issue the Bonds in a timely manner and that it knows of no reason why the Bonds will not be issued and delivered. The Bonds may be issued in one or more series.

8. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the _____ day of _____, 2013.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

COTTON MILL HOTEL GROUP, LLC

By: NICHOLAS PROPERTIES, LLC,
Managing Member

By: _____
Mark Nicholas, Member

EXHIBIT A

COTTON MILL INFRASTRUCTURE IMPROVEMENTS: The Cotton Mill Infrastructure Improvements necessary to induce and support the Developer's Project include the cost of constructing various Cotton Mill Infrastructure Improvements of the Project including, but not limited to, parking facilities, installation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the Cotton Mill Infrastructure Improvements described hereinabove; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees.

PROJECT: The Developer's Project will consist of the financing of parking facilities, public infrastructure and related site improvements and other activities to serve the Cotton Mill Hotel and the community as a whole. The Project will be located at _____.

EXHIBIT B

FORM OF REQUISITION

City of Starkville, Mississippi
Tax Increment Financing Bonds
(Cotton Mill Portion of the TIF District)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of the Cotton Mill Hotel Group, LLC (the "**Developer**"), hereby requests the City of Starkville, Mississippi (the "**City**"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Cotton Mill Infrastructure Improvements (as defined in the Amended and Restated Development and Reimbursement Agreement, dated as of May 21, 2013, by and between the City and the Developer):

- (a) Acquisition and Construction Costs \$ _____
- (b) Other Authorized Costs \$ _____
- Total Costs to be Paid or Reimbursed: \$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Cotton Mill Infrastructure Improvements to document the amounts requisitioned herein and the nature of such expenditures.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Cotton Mill Infrastructure Improvements.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the ____ day of _____
201__.

COTTON MILL HOTEL GROUP, LLC

By: _____
Authorized Representative

APPROVED:

City of Starkville, Mississippi

By: _____

Title: _____

EXHIBIT C
Cotton Mill Property

ButlerSnow 14188601v4

Exhibit "A" to Option from University Investments, a Limited Partnership, Grantor, to Nicholas Properties, LLC, Grantee.

IN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

Commence with the intersection of the North right of way of Mississippi Highway No. 12 with the East right of way of Spring Street and run North 2 degrees 56 minutes East along the East right of way of Spring Street a distance of 186.4 feet to the initial point of beginning of the property herein described; thence run North 85 degrees 43 minutes East a distance of 263.7 feet; thence run North 2 degrees 50 minutes East a distance of 195.4 feet; thence run South 87 degrees 00 minutes East a distance of 228 feet; thence run North 3 degrees 23 minutes East a distance of 188 feet; thence run North 86 degrees 19 minutes West a distance of 109 feet; thence run North 00 degrees 26 minutes West a distance of 9.1 feet; thence run North 88 degrees 34 minutes West a distance of 346.6 feet; thence run South 9 degrees 16 minutes East a distance of 112 feet; thence run North 89 degrees 2 minutes West a distance of 45 feet to the East right of way of Spring Street; thence run South 2 degrees 56 minutes West along the East right of way of Spring Street a distance of 335.6 feet to the initial point of beginning of the property herein described. Being part of Lots 15, 17-C, 18, 19, 16, 16-A, 17, 17-A, and 17-B all in Block 31 in the City of Starkville, Mississippi, as shown on the A. L. Goodman, Jr. Official map of the City of Starkville, Mississippi, 1951 Edition.

Together with all of the right, title and interest of the Grantor in Mill Street, the easement strips for ingress and egress from Spring Street to Mill Street and the common parking areas as described in that certain document entitled "Agreement" dated June 23, 1976, together with the plat attached thereto, appearing of record in Deed Book No. 514 at pages 644-647 of the records in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

It is the intention of the Grantor to convey all real property it owns in Block 31 of the City of Starkville, Mississippi as shown on the A. L. Goodman official map of the City of Starkville, Mississippi, 1951 Edition, whether correctly described or not.

SIGNED FOR IDENTIFICATION

University Investments, A Limited Partnership
By: *F. A. Jasey*
F. A. Jasey, D.V.M.
General Partner
GRANTOR
Nicholas Properties, LLC
By: *Mark Nichols*
Mark Nichols, President

END OF CONSENT AGENDA ITEMS

REORDERED BOARD BUSINESS:

ATTORNEY LATIMER PROVIDED THE MAYOR AND BOARD OF ALDERMEN A REPORT ON THE HISTORY OF THE CARVER DRIVE DITCH IMPROVEMENTS.

Mr. Latimer provided a historical perspective of the treatment of the Carver Drive ditch. He outlined the timeline and the actions of the city in piping and covering a portion of the area in the spring of 2010. In January 2011 there was a MEMA site visit to the City that informed the City that an application for a Letter of Map Revision (LOMR) was required to be filed with FEMA. The Board of Aldermen contracted with Pepper-Wooten to conduct the study necessary to file the LOMR. In the summer of 2012 the Board voted to naturally restore Carver Drive ditch. On August 21, 2012, Mr. Wooten submitted the change to FEMA. From August, 2012 to January, 2013 FEMA requested two rounds of supplemental information. Mr. Wooten provided that data as requested. On February 19, 2013, the Board approved concreting the base and the sides of Carver Drive ditch. On March 9, Jason Wooten sent the revised LOMR to FEMA. That set a 90 day clock for FEMA to approve or deny the revised plan. On March 28, FEMA served Starkville with another request for supplemental information. Mr. Wooten responded to the request from FEMA. On April 24 FEMA wrote Starkville again requesting further information stating that all supplemental information had to be provided by June 26 or the LOMR request would be terminated.

JASON WOOTEN OF PEPPER-WOOTEN PROVIDED AN UPDATE ON THE CARVER DRIVE DITCH HYDROLOGY REPORT TO FEMA AND THE REQUEST FOR A LETTER OF MAP AMENDMENT (LOMR)

Mr. Wooten stated that they had submitted the information as it has been requested and that the final submittal should put the matter to rest. He did qualify his statement saying that FEMA could possibly return with additional requests.

Alderman Perkins inquired about the ability to meet the required deadline for FEMA requested documents. Mr. Wooten assured the Board that they would meet that June 26, 2013 deadline. Alderman Perkins requested that Mr. Wooten keep Mr. Latimer in the communications loop as he received responses from FEMA. Mr. Wooten responded that he would provide Mr. Latimer all available updates as they were received.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

The Mayor introduced Latoya Williams as the new police radio operator/records clerk.

BOARD COMMENTS:

There were no Board comments.

CITIZEN COMMENTS:

Milo Burnham, Ward 2, requested that his comments about not being in favor of the Park Commission made at the Board meeting of April 16, 2013, be included in the minutes of that meeting.

Alvin Turner, Ward 7, thanked the electric department for the job they did on the power outage over the weekend. He also expressed concerns over the change in the voting from Boardtown Village.

Alderman Perkins stated that the Boardtown Village was a voting location for only the North Starkville districts not municipal elections.

William Parker of Powerstroke, a business in Starkville, spoke against the Park Commission using vendors for equipment that are outside the City of Starkville. He stated that he had not received satisfactory answers from the Park Commission when he addressed them at their meeting.

PUBLIC APPEARANCES:

Mr. George McKee made a public presentation stating that he did not believe that it was legal for Starkville to include his property in the historic district and requesting that his properties on South Washington Street be excluded from the Overstreet Historic District.

PUBLIC HEARINGS:

FIRST PUBLIC HEARING ON THE ADOPTION OF THE GREENSBORO STREET HISTORIC DISTRICT AND THE DISTRICT STANDARDS.

Dr. Michael Fazio, Chairman of the Historic Preservation Commission, provided a history of the development of the Historic District Ordinance and the steps that the Commission had taken to develop the districts and the standards.

The Mayor opened the meeting as a public hearing and asked for comments stating the parameters of 15 minutes for each side to present their comments and 3 minutes per speaker.

FOR THE ORDINANCE	AGAINST THE ORDINANCE
Jamie Mixon	Tom Carskadon
Jim Giesen	Kim Stevens
Jason Ward	Ginger Carver
Michelle Jones	Mike Barnes
	Joe Buckner

Alderman Sistrunk entered the meeting during the public comment portion of the public hearing on the Greensboro Street Historic District.

The Mayor closed the public hearing portion of the meeting and asked for comments from the Board of Aldermen.

Alderman Dumas asked for Attorney Latimer to check into the legal issues that were raised by Mr. George McKee. He also requested Ms. Michelle Jones to provide her understanding of any empirical data regarding the value of homes being in an historic district versus being out of an historic district.

Alderman Vaughn suggested that we should be looking at what the residents want who are in the districts being affected. He suggested that the City look at a petition or a ballot to make any determination on what should be done regarding historic districts.

Alderman Carver suggested that the process is complex and is too restrictive on property owners. He stated that the City should not be telling property owners what they can and cannot do with their property.

Alderman Vaughn asked why this matter was coming up at the end of the term of this Board of Aldermen. Alderman Dumas asked Dr. Fazio to provide a chronological representation of the work done by the commission beginning in 2010.

Hearing no more comments from the Board, the Mayor closed the matter as a public hearing. The Mayor stated that the hearings on the remaining two districts would proceed since there has been an introduction that would serve for the remaining public hearings.

FIRST PUBLIC HEARING ON THE ADOPTION OF THE NASH STREET HISTORIC DISTRICT AND THE DISTRICT STANDARDS

The Mayor opened the floor for public comments on the Nash Street Historic District. He stated that the same rules would be followed that were used in the previous hearing.

FOR THE ORDINANCE	AGAINST THE ORDINANCE
Pete Melby	Joe Buckner
Virginia Hamilton	Alvin Turner
John Hamilton	Tom Carskaden
	Robert Buckner

There were no further comments from the public on the Nash Street Historic District.

Alderman Dumas asked Dr. Fazio about tearing down the house on Nash Street and if that would have been allowed if this ordinance was in effect.

Alderman Corey asked if there were any Nash Street residents that were against the adoption of the Nash Street District. Pete Melby indicated that he was not aware of any dissenting property owners on Nash Street.

FIRST PUBLIC HEARING ON THE ADOPTION OF THE OVERSTREET HISTORIC DISTRICT AND THE DISTRICT STANDARDS

The Mayor opened the floor for public comments on the Overstreet Historic District.

FOR THE ORDINANCE	AGAINST THE ORDINANCE
Kathy Sherman Morris	Liz Collier
Alice Carol Caldwell	Lloyd Rose
Jamie Mixon	Patricia Buckner
	Bobby Collier
	Brenda Chambliss
	Johnny Buckner
	Dan Craig
	Joe Buckner
	Tom Carskaden

The Mayor closed the public hearing portion of the meeting and asked for comments from the Board of Aldermen.

Alderman Carver stated that the issue was not time sensitive and that the ordinance does not have to be voted on the 18th. He is concerned about the encroachment on the rights of property owners. There should be more discussion on the adoption of the districts with more involvement from the property owners.

Alderman Vaughn asked if there was something that the Board could do to grant relief for Ms. Liz Collier of 511 South Jackson Street.

Alderman Perkins requested that the Board take up the matter to provide Ms. Collier relief from her restrictions from the Historic Preservation Ordinance.

Alderman Corey exited the meeting at this time.

21. A MOTION TO PROVIDE MS. LIZ COLLIER AUTHORITY TO REBUILD HER HOME AT 511 SOUTH JACKSON STREET.

There came before the Board of Aldermen consideration of the approval for Ms. Liz Collier to rebuild her home at 511 South Jackson Street.

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, that the homeowner, Liz Collier, of 511 South Jackson Street be allowed to build back her home to the former condition before the fire and expressly be exempt from the requirements of Starkville code of ordinances 67-31(f),

With unanimous approval of the motion, the Mayor declared the motion passed.

The Mayor moved the meeting into a brief recess.

BOARD BUSINESS

22. A MOTION TO TABLE THE AUDIT REPORT BY RANDY SCRIVNER.

Upon the motion of Alderman Ben Carver, duly seconded by Alderman Henry Vaughn, to table the report from Randy Scrivner of Watkins, Ward and Stafford on the City of Starkville 2012 Audit, and

Without no discussion, the Board voted as follows:

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

The vote resulting in a tie, the Mayor cast the deciding vote against tabling the report. The motion to table failed with the vote being 4-3 against tabling the report.

Alderman Perkins asked Mr. Scrivner if there was anything in the report that needed to be expanded upon to the Board of Aldermen or did the report speak for itself. Mr. Scrivner stated that the report stood on its own and he was before the Board to answer any questions.

Alderman Sistrunk requested the Mr. Scrivner explain the difference between the Park Commission audit and the City of Starkville audit. Mr. Scrivner noted that there was a material weakness in the Park Commission audit results that impacted the City of Starkville audit. Mr. Scrivner noted that there was insufficient internal control on the side of the Park Commission to avoid the weaknesses found in the audit. Alderman Sistrunk asked if there was any way that the weaknesses noted in the audit could be controlled by the City under the current arrangement.

Alderman Dumas recited the issues related to the invoices of the Park Commission and the unauthorized check that was part of the finding in the audit of the Park Commission that was then reflected in the City's audit. Mr. Scrivner stated that there was nothing that could be done to avoid the circumvention of financial controls related to anything other than the 2% money.

Alderman Corey inquired as to the timing of the report and why the audit was as late as it was. Mr. Scrivner related the matters of the embezzlement and the finalization of the management discussion and analysis as the reasons for the date of the report.

Alderman Sistrunk read the specific findings of the audit and how those findings would be solved.

23. A MOTION TO ACCEPT THE REPORT FROM RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD ON THE CITY OF STARKVILLE 2012 AUDIT.

There came for consideration the matter of accepting the report from Randy Scrivner of Watkins, Ward and Stafford on the City of Starkville 2012 Audit.

Upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas to accept the audit report from Watkins, Ward and Stafford,

Without further discussion, the Board voted as follows:

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

The vote resulting in a tie, the Mayor cast the deciding vote in favor of accepting the report. The motion to accept the audit report as presented with the vote being 4-3 in favor was approved.

25. MOTION TO CHARGE THE CITY CLERK WITH OBTAINING A COPY OF THE AUDIT OF THE PARK COMMISSION AND PRESENTING A FINANCIAL ANALYSIS AND PROJECTIONS FOR THE BOARD TO CONSIDER HOW TO MANAGE PARKS GOING FORWARD NO LATER THAN JUNE 4, 2013.

Upon the motion of Alderman Sistrunk to have the City Clerk tasked to ask for the Park Commission audit presented to the Board of Aldermen with a financial analysis and projections for the fiscal year for the Park Commission and to include a review of invoices outside the 45 day statute, provide the status of the Park Commission internal controls and other pertinent information for the Board to consider on how to manage parks going forward and to be provided no later than the June 4, 2013, board meeting. The motion was duly seconded by Alderman Dumas.

The discussion was as follows:

Alderman Perkins opposed the motion because the motion he believed that it is politically motivated and is designed to influence the election. Alderman Perkins stated that he thought that the Board was intending to micromanage an independent entity. Alderman Perkins stated that the Park Commission has done its job. Aldermen Perkins stated that there were no funds misappropriated or converted.

Alderman Dumas stated that there are systemic issues shown by the outstanding invoices and use of the 2% funds. Alderman Dumas voiced concerns about having internal controls in place to make certain that the 2% funds are not jeopardized through misuse.

Alderman Sistrunk expressed concerns that the Board of Alderman was shirking its responsibility if they do not ask the questions and seek answers to control the funds for which the Board is responsible.

There being no further discussion, the Board voted as follows:

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

The vote resulting in a tie, the Mayor cast the deciding vote in favor of Alderman Sistrunk's motion. The resulting vote was a vote of 4-3 in favor of the motion. The Mayor declared the motion passed.

Alderman Sistrunk exited the chamber.

26. MOTION TO APPROVE THE APPOINTMENT OF JOHN M. NELSON, JR. TO THE VACANT POSITION ON THE OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES.

There came before the Board of Aldermen consideration of making an appointment to the Oktibbeha County Library Board of Trustees for the term ending 9-30-2013. Upon the motion of Alderman Henry Vaughn, duly seconded by Alderman Richard Corey, to appoint Mr. John M. Nelson, Jr. to the vacant position on the Oktibbeha County Library Board of Trustees with the term to extend to 9-30-2018, the regular end of the next term, and

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Absent
Alderman Eric Parker	Voted: Absent
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

With the unanimous approval of the motion by the Board members in attendance and voting the Mayor declared the motion passed.

Alderman Perkins exited the chamber

27. MOTION TO DIRECT THE COMMUNITY DEVELOPMENT DIRECTOR TO PRESENT A STUDY ON THE SCENIC BYWAYS AND ENTRY CORRIDORS INTO THE CITY OF STARKVILLE WITH RECOMMENDATIONS FOR ADOPTION.

There came for consideration the approval for the Community Development Director to conduct and present a study of the scenic byways and entry corridors into the City of Starkville. Upon the motion of Alderman Dumas to move approval to direct the Community Development Director to make a study and report back to the Board on identifying and adopting scenic byways and corridors into the City of Starkville.

Alderman Carver inquired about the necessity for the direction to the Community Development Director if the report was part of the job.

Alderman Dumas stated that this was part of the job description but that it would support that project and make it a priority.

Without further discussion, the Board voted as follows:

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

With the vote for approval being 3-1 in favor of the motion, the Mayor declared the motion passed.

Alderman Sistrunk re-entered the chamber.

Alderman Carver recused himself and exited the chamber.

28. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF MAY 16, 2013.

There came a request for approval of the City of Starkville Claims Docket for the Fire Department as of May 16, 2013. Upon the motion of Alderman Dumas to move approval of the City of Starkville Claims Docket for the Fire Department as of May 16, 2013, duly seconded by Alderman Corey,

Without further discussion, the Board voted as follows:

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

Having received a majority affirmative vote of 3 -1, the Mayor declared the motion carried.

Alderman Carver re-entered the chamber.

26. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF MAY 16, 2013.

There came a request for approval of the City of Starkville Claims Docket for all departments except the Fire Department as of May 16, 2013. Upon the motion of Alderman Dumas to move approval of the City of Starkville Claims Docket for all departments except the Fire Department as of May 16, 2013, duly seconded by Alderman Carver,

Without further discussion, the Board voted as follows:

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

Having received a majority affirmative vote of 4-1 of those members present and voting, the Mayor declared the motion carried.

27. A MOTION TO APPROVE THE JOB DESCRIPTION AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITION OF CITY PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

There came for consideration the matter of approving the job description and authorization to advertise to fill the position of city planner in the community development department. Upon the motion of Alderman Dumas, duly seconded by Alderman Sistrunk,

Without further discussion, the Board voted as follows:

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

Having received a majority affirmative vote of 4-1 of those members present and voting, the Mayor declared the motion carried.

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

There came for consideration the matter of entering a closed session to determine if there is proper cause for an executive session. Upon the motion of Alderman Dumas, duly seconded by Alderman Sistrunk, to enter into a Closed Session to determine if there is proper cause for Executive Session:

Without further discussion, The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Absent
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

29. A MOTION TO EXIT CLOSED SESSION.

There came for consideration the matter of exiting closed session and returning to open session. Upon the motion of Alderman Dumas, duly seconded by Alderman Sistrunk, to exit closed session,

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Absent
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the Public back in to make the announcement of the Board's decision to exit closed session.

Alderman Vaughn exited the meeting at this time.

The Mayor announced that the Board had taken action in executive session.

30. A MOTION TO APPROVE SETTLEMENT OF STARKVILLE VS. GILLESPIE FOR THE COURT APPOINTED APPRAISED VALUE.

Upon the motion of Alderman Dumas, duly seconded by Alderman Corey, to approve settlement of Starkville vs. Gillespie for the court appointed appraised value, the Board members in attendance voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Absent
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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

23. A MOTION TO ADJOURN UNTIL JUNE 4, 2013 @ 5:30 at 101 LAMPKIN STREET IN THE CITY HALL COURT ROOM.

Upon the motion of Alderman Dumas, duly seconded by Alderman Corey, for the Board of Aldermen to adjourn the meeting until June 4, 2013 @ 5:30 at 101 E. Lampkin Street in the City Hall Court Room, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Absent
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2013.

PARKER WISEMAN, MAYOR

Attest:

D. LYNN SPRUILL, DEPUTY CITY CLERK
AND CHIEF ADMINISTRATIVE OFFICER

(SEALED)