

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 17, 2015**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on November 17, 2015 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and Attorney Chris Latimer.

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 Maynard requested the following changes to the published November 17, 2015 Official Agenda:

Remove Public Appearance by Main Street Association at request of Main Street Association

Remove Item IX. H: First amendment to access a maintenance easement with the U.S. Department of Agriculture, Mississippi State University and the City of Starkville.

Remove Item XI. B. 2. d: Rezoning request by Capital Growth Properties.

Remove Item XI. E. 5: Consideration of budget amendments for fiscal year 9-30-15.

Move XI. B. 2. b. to IX. A. and Renumber Agenda: Discussion and consideration of pp 15-17: request for preliminary plat approval for subdividing one lot into two lots located +/-0.27 miles south of the Garrard Road and Hwy 12 East intersection on the east side of Hwy 12 East with the parent parcel number 117F-00-008.00 for the proposed 42,000 sq ft Walmart Neighborhood Market and fuel station.

Alderman Perkins requested the following change to the published November 17, 2015 Official Agenda:

Move Item XI. E. 1. To XVI. and renumber Agenda: Request approval of the City of Starkville claims docket for all departments including Starkville Electric Department as of November 11, 2015 for fiscal year ending 9/30/16.

Alderman Walker requested the following change to the published November 17, 2015 Official Agenda:

Remove Public Appearance by Dan Camp at request of Dan Camp.

The Mayor asked for further revisions to the published November 17, 2015 Official Agenda. No further revisions were requested.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the November 17, 2015 Official Agenda, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

RECESS MEETING OF TUESDAY, NOVEMBER 17, 2015
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA**
- IV. APPROVAL OF BOARD OF ALDERMEN MINUTES**
- V. ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR'S COMMENTS:
New employee introductions:
Vickie Hampton
Thomas Tyson
Dylan Reed
Firefighters—Moore and Hogue
Apprentice Linemen—Smith, Hatcher, Champion
 - B. BOARD OF ALDERMEN COMMENTS:
- VI. CITIZEN COMMENTS**

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

- A. DISCUSSION AND CONSIDERATION OF PP 15-17: REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING ONE LOT INTO TWO LOTS LOCATED +/-0.27 MILES SOUTH OF THE GARRARD ROAD AND HWY 12 EAST INTERSECTION ON THE EAST SIDE OF HWY 12 EAST WITH THE PARENT PARCEL NUMBER 117F-00-008.00 FOR THE PROPOSED 42,000 SQ FT WALMART NEIGHBORHOOD MARKET AND FUEL STATION.
- B. DISCUSSION AND CONSIDERATION OF APPROVING THE RESERVED CITY HALL PARKING PLAN.
- C. DISCUSSION AND CONSIDERATION OF APPROVAL OF REVISED CHANGE ORDER NUMBER FIVE (5) FOR PHASE II CONSTRUCTION CONTRACT FOR THE PARKING GARAGE AND RE-ALIGN CDBG BUDGET TO REFLECT CONSTRUCTION CHANGE ORDER AND ADJUSTMENT OF BUDGETED LINE ITEMS, AT NO COST TO THE CITY.
- D. CONSIDERATION FOR REVIEW AND APPROVAL OF THE EASEMENT AND CONSTRUCTION AGREEMENT OF PROJECT SP--0018-03(022) SR12 AND RUSSELL STREET IMPROVEMENT.
- E. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF THE SPECIAL EVENT APPLICATION FOR THE ANNUAL STARKVILLE CHRISTMAS PARADE AS SUBMITTED BY JENNIFER PRATHER OF THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP GRANTING AUTHORIZATION TO CLOSE THE NECESSARY CITY STREETS, FOR THE PURPOSES OF THE PARADE PROCESSION AT A COST TO THE CITY OF \$ 4,755.00, IN IN-KIND SERVICES.
- F. DISCUSSION AND CONSIDERATION OF THE APPOINTMENT OF TWO MEMBERS TO THE HISTORIC PRESERVATION COMMISSION FOR A THREE-YEAR TERM WITH THAT TERM SET TO EXPIRE ON JULY 1, 2018.
- G. REQUEST AUTHORIZATION TO ADVERTISE FOR JANITORIAL SERVICES FOR THE CITY HALL AND POLICE DEPARTMENT BUILDINGS.
- H. APPROVAL OF THE STRIPING AND SIGNAGE PLAN FOR WEST MAIN STREET AND GRIFFIN PARKING LOT.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF NAMING ALDERMAN WALKER AND MAYOR WISEMAN TO THE CORRIDOR STUDY STAKEHOLDER COMMITTEE AND REQUEST FOR APPROVAL OF HALL PLANNING AND ENGINEERING, INC. FOR PLANNING AND ENGINEERING SERVICES FOR THE STARKVILLE MULTIWAY BOULEVARD CORRIDOR STUDY AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT AND RELATED PAPERWORK IN ACCORDANCE WITH THE MDOT LPA MANUAL AND THE MDOT SMALL PURCHASES CONTRACT PROCEDURE.
- B. REQUEST AUTHORIZATION FOR MAYOR PARKER WISEMAN TO EXECUTE AN AGREEMENT WITH PRIMEPAY AS SUBMITTED THROUGH REGIONS INSURANCE FOR COBRA SERVICES, RETIREE BILLING, AND OTHER RELATED SERVICES.
- C. UPDATE ON THE ACQUISITION AND INSTALLATION OF THE BOARD-APPROVED SIREN TO BE LOCATED ON THE CORNER OF REED ROAD AND HOSPITAL ROAD.
- D. UPDATE BY POLICE CHIEF ON THE WORDING TO BE PLACED ON THE EXTERIOR OF THE FORMER CITY HALL BUILDING.
- E. DISCUSSION OF THE VACANT AND GRASSY TRACT OR PARCEL OF LAND LOCATED ON THE CORNER OF HIGHWAY 182 AND NORTH JACKSON STREET.
- F. APPROVAL TO PURCHASE CONSTRUCTION MATERIALS AND SIGNAGE FOR THE NORTH NASH TRAFFIC CALMING PROJECT AT A COST NOT TO EXCEED \$5000 TO BE PAID FROM WARD 4 DISCRETIONARY FUNDS.

XI. DEPARTMENT BUSINESS

- A. AIRPORT
 - 1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FOR CONTRACT A- SUPPLY OF 8-UNIT TEE HANGAR AS RECEIVED FROM ERECT-A-TUBE, INC.
 - 2. REQUEST APPROVAL TO AWARD CONTRACT B FOR CONSTRUCTION OF 8-UNIT TEE HANGAR BUILDING AND RELATED APPURTENANCES TO T&M STEEL ERECTORS, INC., THE LOWEST AND BEST BID.
- B. COMMUNITY DEVELOPMENT DEPARTMENT
 - 1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF VA 15-06: SCOTT SANFORD REQUESTING RELIEF BY VARIANCE FROM APPENDIX A, ARTICLE VI, SECTION B, LOCATION OF ACCESSORY STRUCTURES ON RESIDENTIAL LOTS AT 506 CRITZ STREET, ZONED R-2, WARD 5.
- b. DISCUSSION AND CONSIDERATION OF FP 15-16: REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING ONE LOT INTO FIVE LOTS AT THE SOUTHWEST CORNER OF THE INTERSECTION OF GARRARD ROAD AND HWY 12 EAST WITH THE PARCEL NUMBER 117F-00-002.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL OF ON-STREET PARKING ON RUSSELL STREET IN COORDINATION WITH THE CONSTRUCTION OF THE 505 DEVELOPMENT PROJECT.
2. REQUEST APPROVAL OF THE LOW QUOTE FROM HESTER FENCE IN THE AMOUNT OF \$6,380.00 FOR THE HENDERSON SCHOOL SIDEWALK CONNECTOR PROJECT WHICH WILL RUN ALONG THE NORTH SIDE OF HIGHWAY 182 FROM THE UNIVERSITY MOTEL TO SCHOOL STREET TO BE PAID FROM WARD 7 DISCRETIONARY FUNDS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE OCTOBER 2015 FINANCIAL STATEMENT.
2. REQUEST AUTHORIZATION FOR THE CITY CLERK OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR ALL DEPARTMENTS OTHER THAN ELECTRIC DEPARTMENT MATERIAL, FOR THE PERIOD JANUARY 1, 2016 THROUGH JUNE 30, 2016.
4. REQUEST AUTHORIZATION FOR CITY CLERK / CFO LESA HARDIN TO ATTEND 2015 MUNICIPAL CLERK WINTER EDUCATIONAL CONFERENCE IN JACKSON, MS DECEMBER 16-18 WITH ADVANCE TRAVEL OF \$464.50.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST APPROVAL TO ADVERTISE TO FILL VACANT POSITIONS FOR FOREMAN IN THE STREET DEPARTMENT.
2. REQUEST APPROVAL TO ADVERTISE TO FILL A POSITION FOR SYSTEM / NETWORK ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT.
3. REQUEST APPROVAL TO ADVERTISE TO FILL A POSITION FOR A WAREHOUSE MANAGER IN THE UTILITIES DEPARTMENT
4. REQUEST AUTHORIZATION TO HIRE MARTESA BISHOP TO FILL A POSITION FOR A DEPUTY CLERK – PAYROLL IN THE CITY CLERK / FINANCE DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A DEPUTY CLERK, ACCOUNTING ASSISTANT IN THE CITY CLERK / FINANCE DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE RYAN ADAIR TO FILL A POSITION FOR AN ACCOUNTING CLERK IN THE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE DAVID PERRY AS A FULL TIME DRIVER IN THE SANITATION DEPARTMENT.
8. REQUEST APPROVAL OF 2016 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CORPORAL JOSH WILSON AND SGT. SHANE KELLY TO ATTEND NRA SELECT FIRE RIFLE INSTRUCTOR TRAINING IN FLORENCE, ALABAMA, DECEMBER 7-11, 2015, WITH ADVANCE TRAVEL IN THE TOTAL AMOUNT OF \$2,333.95.
2. REQUEST AUTHORIZATION FOR PEDRO YERA TO ATTEND A CRIME SCENE INVESTIGATION CLASS IN BILOXI, MS., DECEMBER 7-9, 2015 WITH ADVANCE TRAVEL IN THE AMOUNT OF \$728.00.
3. REQUEST AUTHORIZATION TO REMOVE THREE (3) TASER X 26 FROM CITY INVENTORY WHICH ARE BROKEN AND CAN NOT BE REPAIRED.

4. REQUEST AUTHORIZATION TO ALLOW ONE POLICE OFFICER TO BE ASSIGNED TO WORK WITH US MARSHAL TASK FORCE AT THE DISCRETION OF THE POLICE CHIEF.
5. REQUEST AUTHORIZATION TO PURCHASE A SUV ALL-WHEEL DRIVE VEHICLE. THE VEHICLE WILL BE PURCHASED WITH MONIES IN THE DARE FUND AND WILL BE PURCHASED AT THE STATE CONTRACT PRICE OF \$26,281.00.
6. REQUEST AUTHORIZATION TO SUBMIT AN APPLICATION WITH THE OFFICE OF HIGHWAY SAFETY IN RELATION TO A 100% REIMBURSABLE GRANT IN THE AREA OF FUNDING FOR OVERTIME ENFORCEMENT IN THE AMOUNT OF \$20,000, FUNDING FOR LEL LUNCHEONS DURING THE CLICK IT OR TICKET CAMPAIGN, AND EQUIPMENT IN THE AREA OF (1) RADAR FOR A MOTOR UNIT. THIS FUNDING IS IN THE AMOUNT OF \$23,673.60.
7. REQUEST PERMISSION TO SUBMIT AN APPLICATION WITH THE OFFICE OF HIGHWAY SAFETY IN RELATION TO A 100% REIMBURSABLE GRANT IN THE AREA OF FUNDING FOR 2 DUI OFFICER SALARIES, EQUIPMENT IN THE FORM OF (1) RADAR, LEL NETWORK FUNDS FOR LUNCHEONS, AND OVERTIME FOR ENFORCEMENT IN DUI OFFENSES FOR A TOTAL REQUESTED AMOUNT OF \$98,356.34.

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION FOR TRAVEL FOR EMMA GANDY, COURTNEY ROSS AND CAP RILEY TO ATTEND CLASS I RUBBISH LANDFILL CERTIFICATION TRAINING IN JACKSON, MS ON DECEMBER 2-3, 2015, WITH ADVANCE TRAVEL NOT TO EXCEED \$950.00.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR ELECTRIC DEPARTMENT MATERIAL FOR THE PERIOD JANUARY 1, 2016 THROUGH JUNE 30, 2016.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A POLE ATTACHMENT LICENSE AGREEMENT WITH TELEPAK NETWORKS, INC.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED CONSTRUCTION BIDS TO REPLACE A FAILING GRAVITY SEWER SYSTEM IN SOUTH STARKVILLE (BANYAN ROAD FORCE MAIN PROJECT)

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. CLAIMS DOCKET

REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF NOVEMBER 11, 2015 FOR FISCAL YEAR ENDING 9/30/16.

XVII. ADJOURN UNTIL DECEMBER 1, 2015 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 121 at least forty-eight (48) hours in advance for any services requested.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Wiseman noted this to be the first meeting of the Mayor and Board of Aldermen in the New Municipal Complex and welcomed the public to the use of the new facilities as well as the many events that will take place in future history at this location. He then thanked City employees for their work in moving and for seeing that public services are operational. The dedication of the new facility is scheduled for December 4, 2015 at 4:00 p.m.

Mayor Wiseman then introduced these new employees:

Vickie Hampton – Administrative Assistant, Mayor's Office

Thomas Tyson – Police Officer

Joshua Hogue – Firefighter

Wesley Champion, Justin Hatcher and Orlando Smith – Apprentice Linemen, Utilities Department

BOARD OF ALDERMEN COMMENTS:

Alderman Wynn recognized Pastor Carpenter for his service on the Starkville Housing Authority for which Alderman Wynn is the City liaison.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, offered his sympathy to Paris upon the recent terrorist acts and asked that

everyone be respectful of Police Officers and the job they do. He also asked that the intersection at Scales Street and Gillespie Street be looked at in that traffic backs up during school hours.

Kayla Gilmore, KMG Creations, thanked the elected officials that attended and assisted with the recent Veterans program.

Mayor's Youth Council Representative noted the Council is selling raffle tickets to help local families in need.

2. DISCUSSION AND CONSIDERATION OF PP 15-17: REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING ONE LOT INTO TWO LOTS LOCATED +/-0.27 MILES SOUTH OF THE GARRARD ROAD AND HWY 12 EAST INTERSECTION ON THE EAST SIDE OF HWY 12 EAST WITH THE PARENT PARCEL NUMBER 117F-00-008.00 FOR THE PROPOSED 42,000 SQ FT WALMART NEIGHBORHOOD MARKET AND FUEL STATION.

Buddy Sanders and Daniel Havelin presented information pertaining to the preliminary plat request 15-17. Alderman Maynard offered a motion to grant PP 15-17, the request for preliminary plat approval for subdividing one lot into two lots located +/-0.27 miles south of the Garrard Road and Hwy 12 East intersection on the east side of Hwy 12 East with the parent parcel number 117F-00-008.00 for the proposed 42,000 sq ft Walmart Neighborhood Marker and fuel station with the three conditions recommended by staff. . This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Conditions:

1. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate city staff prior to the commencement of any construction activities at the site.
2. When required improvements are complete the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
3. All cost associated with MDOT approved traffic signal are to be paid for by the applicant. Traffic signal arm and associated equipment shall be chosen by the City. Traffic signal arm and associated equipment shall be installed to the City's satisfaction prior to a Certificate of Occupancy being issued.

3. DISCUSSION AND CONSIDERATION OF APPROVING THE RESERVED CITY HALL PARKING PLAN.

Alderman Carver offered a motion to approve the following parking plan for City Hall:

City Vehicles: Spaces 9 – 17: “Reserved parking for City vehicles after 4:00 PM. All others will be towed at owner’s expense.”

Elected Officials: Spaces 18 & 19: “Reserved parking for Elected Officials. All others will be towed at owner’s expense.”

Municipal Judge: Space 20: “Reserved parking for Municipal Judge. All others will be towed at owner’s expense.”

This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A’ . Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

4. DISCUSSION AND CONSIDERATION OF APPROVAL OF REVISED CHANGE ORDER NUMBER FIVE (5) FOR PHASE II CONSTRUCTION CONTRACT FOR THE PARKING GARAGE AND RE-ALIGN CDBG BUDGET TO REFLECT CONSTRUCTION CHANGE ORDER AND ADJUSTMENT OF BUDGETED LINE ITEMS, AT NO COST TO THE CITY.

Alderman Carver offered a motion to approve the revised change order number five (5) for phase II construction contract for the parking garage and re-align the CDBG budget to reflect construction change order and adjustment of budgeted line items, at no cost to the city. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A’ . Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

5. DISCUSSION AND CONSIDERATION FOR REVIEW AND APPROVAL OF THE EASEMENT AND CONSTRUCTION AGREEMENT OF PROJECT SP--0018-03(022) SR12 AND RUSSELL STREET IMPROVEMENT.

Alderman Little offered a motion to approve the easement and construction agreement of project SP—0018-32(022) SR12 and Russell Street improvement. This motion was seconded by Alderman Carver and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea

Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

EASEMENT AND CONSTRUCTION AGREEMENT

This construction agreement made and entered into by and between the Mississippi Transportation Commission, (Commission), by and through the duly authorized Executive Director of the Mississippi Department of Transportation and the City of Starkville, effective as of the most recent date of execution.

WITNESSETH:

WHEREAS, the COMMISSION proposes to make improvements to the intersection of SR 12 and Russell Street / Stone Blvd by removing some points of conflict of pedestrian traffic and motor vehicle traffic; and adding signalized protection for pedestrians in areas that conflict remains; and replacing the existing pavement and traffic stripe in locations that changes are made to the existing pavement and traffic stripe; and

WHEREAS, the COMMISSION has prepared plans and specifications for the said proposed construction, said plans being on file in the office of the COMMISSION in Jackson, Mississippi, reference to which is made for all purposes as if copied herein in words and figures; and

WHEREAS, the City of Starkville is the current owner of the property or the easements underlying Russell Street, shown on said plans and specifications; and

WHEREAS, the COMMISSION has requested permission from the CITY to make certain adjustments, and / or grade changes to said street which now intersects with this state route; and

WHEREAS, the CITY has agreed to the request and both parties desire to evidence that agreement by written instrument;

NOW, THEREFORE, in consideration of the premises and agreements of the parties hereto hereinafter contained, to be kept and performed by the parties hereto respectively, it is hereby agreed as follows:

The COMMISSION will:

- (1) Perform by contract said intersection improvements at SR 12 and Russell St / Stone Blvd intersection in accordance with the plans and specifications for Federal Aid Project No. STP-0018-03(022) 106954/301000.
- (2) Erect and maintain all speed limit signs and other necessary highway signs and markings.
- (3) Maintain all right of way both MDOT and the CITY's, within the limits of construction, throughout the life of the project.
- (4) Return to the CITY for maintenance the section of Russell Street outside the current limits of MDOT's maintenance.
- (5) Maintain the traffic signals at said intersection, beginning May 9, 2016, which coincides with the Notice to Proceed for Project No. STP-0018-03(022) and will continue to do so throughout the life of the Project.
- (6) Permit the Contractor for LPA Project No. STP-7108-00(001)LPA / 106909-701000 to work within MDOT Right of Way to connect to the sidewalk, as shown on sheet number 37 of the plans for STP-0018-03(022), in the northwest quadrant of the intersection. This is called out on said sheet as "SIDEWALK BY OTHERS" and will permit a sidewalk to be constructed, which connects to University Boulevard. All work necessary to construct said sidewalk, shall be done accordingly to the plans and specifications for LPA Project No. STP-7108-00(001)LPA / 106909-701000.

The CITY will:

(1) Grant unto the COMMISSION, without cost to the Commission, an easement on, over and across the right of way for Russell Street, or the construction limits as shown on the plans for Federal Aid Project No. STP-0018-03(022) 106954/301000 for the purpose of constructing and maintaining the aforesaid project.

(2) Upon completion of construction of the designated alterations and changes to Russell Street, to assume responsibility of maintenance of said adjusted street and traffic signals upon notice from the COMMISSION.

Both parties hereto represent that they have authority to enter into this Contract and certified copies of the applicable Board of Commission Orders are attached hereto.

WITNESS this my signature in execution hereof, this the ___day of __. 2015.

Parker Wiseman, Mayor
City of Starkville, Mississippi

Attest: _____

WITNESS this my signature in execution hereof, this the ___day of __. 2015.

Melinda L. McGrath, P.E.
Executive Director of the
Mississippi Dept. of Transportation

6. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF THE SPECIAL EVENT APPLICATION FOR THE ANNUAL STARKVILLE CHRISTMAS PARADE AS SUBMITTED BY JENNIFER PRATHER OF THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP GRANTING AUTHORIZATION TO CLOSE THE NECESSARY CITY STREETS, FOR THE PURPOSES OF THE PARADE PROCESSION AT A COST TO THE CITY OF \$ 4,755.00, IN IN-KIND SERVICES.

Alderman Carver offered a motion to approve the special event application for the annual Starkville Christmas Parade as submitted by Jennifer Prather of the Greater Starkville Development Partnership of the granting authorization to close the necessary city streets, for the purposes of the parade procession at a cost to city of \$4,755.00, in in-kind services. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

8. DISCUSSION AND CONSIDERATION OF THE APPOINTMENT OF TWO MEMBERS TO THE HISTORIC PRESERVATION COMMISSION FOR A THREE-YEAR TERM WITH THAT TERM SET TO EXPIRE ON JULY 1, 2018.

Alderman Maynard offered a motion for the reappointment of Cindy Sullivan, and Michael Fazio to the Historic Preservation Commission with terms set to expire on July 1, 2018. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

9. REQUEST AUTHORIZATION TO ADVERTISE FOR JANITORIAL SERVICES FOR THE CITY HALL AND POLICE DEPARTMENT BUILDINGS.

Alderman Carver offered a motion to authorize the advertising for Janitorial Services for the City Hall and Police Department buildings. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

10. APPROVAL OF THE STRIPING AND SIGNAGE PLAN FOR WEST MAIN STREET AND GRIFFIN PARKING LOT.

Alderman Vaughn offered a motion to authorize the striping and signage plan for West Main Street and Griffin parking lot including the concrete staining and guardrail at a cost not to exceed \$5,000. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

11. DISCUSSION AND CONSIDERATION OF NAMING ALDERMAN WALKER AND MAYOR WISEMAN TO THE CORRIDOR STUDY STAKEHOLDER COMMITTEE AND REQUEST FOR APPROVAL OF HALL PLANNING AND ENGINEERING, INC. FOR PLANNING AND ENGINEERING SERVICES FOR THE STARKVILLE MULTIWAY BOULEVARD CORRIDOR STUDY AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT AND RELATED PAPERWORK IN ACCORDANCE WITH THE MDOT LPA MANUAL AND THE MDOT SMALL PURCHASES CONTRACT PROCEDURE PENDING MDOT APPROVAL.

Alderman Maynard offered a motion to name Alderman Walker and Mayor Wiseman to the Corridor Study Stakeholder Committee and request for approval of Hall Planning and Engineering, Inc. for planning and engineering services for the Starkville Multiway Boulevard Corridor Study and authorization for the Mayor to execute the contract and related paperwork in accordance with the MDOT LPA manual and the MDOT small purchases contract procedure pending MDOT approval. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

12. REQUEST AUTHORIZATION FOR MAYOR PARKER WISEMAN TO EXECUTE AN AGREEMENT WITH PRIMEPAY AS SUBMITTED THROUGH REGIONS INSURANCE FOR COBRA SERVICES, RETIREE BILLING, AND OTHER RELATED SERVICES.

Alderman Carver offered a motion to authorize Mayor Parker Wiseman to execute an agreement with Primepay as submitted through Regions Insurance for COBRA Services, retiree billing, and other related services and negotiated by the City attorney. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

13. UPDATE ON THE ACQUISITION AND INSTALLATION OF THE BOARD-APPROVED SIREN TO BE LOCATED ON THE CORNER OF REED ROAD AND HOSPITAL ROAD.

Alderman Maynard provided an update of the FEMA / MEMA application number 1879 for Civil Defense Siren to be located at the corner of Reed Road and Hospital Road. The application was sent to the State in June and currently has not been funded per Melissa Banks, MEMA Hazard Mitigation Grant Specialist.

14. UPDATE BY POLICE CHIEF ON THE WORDING TO BE PLACED ON THE EXTERIOR OF THE FORMER CITY HALL BUILDING.

Assistant Chief Thomas provided an update from Chief Nichols of the approval received from the Mississippi Department of Achieves and History to change the sign on the front of the building located at 101 E Lampkin Street to "POLICE" in fourteen inch black lettering.

15. DISCUSSION OF THE VACANT AND GRASSY TRACT OR PARCEL OF LAND LOCATED ON THE CORNER OF HIGHWAY 182 AND NORTH JACKSON STREET.

Alderman Perkins inquired as to the status of the development project located at the corner of Highway 182 and North Jackson Street. Buddy Sanders noted a retention pond was requested by the contractor and denied. Code Enforcement Officer Jeff Lyles notified the company on November 17 that the lot must be brought into compliance and the grass cut or the City can cut and place a lien on the property. Alderman Perkins asked that the item be placed on every agenda until the lot is cleaned.

16. REQUEST APPROVAL TO PURCHASE CONSTRUCTION MATERIALS AND SIGNAGE FOR THE NORTH NASH TRAFFIC CALMING PROJECT AT A COST NOT TO EXCEED \$5000 TO BE PAID FROM WARD 4 DISCRETIONARY FUNDS

Alderman Walker offered a motion to purchase construction materials and signage for the North Nash Traffic Calming Project at a cost not to exceed \$5,000 to be paid from ward 4 discretionary funds. The project is nearing completion. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

17. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FOR CONTRACT A- SUPPLY OF 8-UNIT TEE HANGAR AS RECEIVED FROM ERECT-A-TUBE, INC.

Alderman Maynard offered a motion to accept the lowest and best bid received for contract a-supply of 8-unit tee hangar as received from Erect-A-Tube, Inc. This motion was seconded by Alderman Carver and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

Bids Received:

Erect-A-Tube: \$130,006.00
T & M Steel: \$ 153,783.00

18. REQUEST APPROVAL TO AWARD CONTRACT B FOR CONSTRUCTION OF 8-UNIT TEE HANGAR BUILDING AND RELATED APPURTENANCES TO T&M STEEL ERECTORS, INC., THE LOWEST AND BEST BID.

Alderman Maynard offered a motion to award contract B for construction of 8-unit tee hangar building related appurtenances to T&M Steel Erectors, Inc., the lowest and best bid. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

Bids Received:

Byrum Construction: \$ 628,636.46
Gregory Construction: \$ 666,773.00
T & M Steel: \$ 578,001.00

19. DISCUSSION AND CONSIDERATION OF VA 15-06: SCOTT SANFORD REQUESTING RELIEF BY VARIANCE FROM APPENDIX A, ARTICLE VI, SECTION B, LOCATION OF ACCESSORY STRUCTURES ON RESIDENTIAL LOTS AT 506 CRITZ STREET, ZONED R-2, WARD 5.

Alderman Maynard offered a motion to grant VA 15-06: Scott Sanford requesting relief by variance from Appendix A, Article VI, Section B, location of accessory structures on residential lots at 506 Critz Street, zoned R-2, ward 5. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea

Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

20. DISCUSSION AND CONSIDERATION OF FP 15-16: REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING ONE LOT INTO FIVE LOTS AT THE SOUTHWEST CORNER OF THE INTERSECTION OF GARRARD ROAD AND HWY 12 EAST WITH THE PARCEL NUMBER 117F-00-002.00.

Alderman Maynard offered a motion to approve FP: 15-16: request for final plat approval for subdividing one lot into five lots at the southwest corner of the intersection of Garrard Road and Hwy 12 East with the parcel number 117F-00-002.00 with the three conditions as recommended by Planning and Zoning and City Staff. This motion was seconded by Alderman Carver and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

Conditions:

1. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate city staff prior to the commencement of any construction activities at the site.
2. Bond in the amount of 200% of the engineering cost estimate which will be based on an approved set of infrastructure plans. The bond must meet the standards set forth in the City of Starkville's subdivision ordinance and must meet the City Attorney's approval. The bond is to be approved and executed prior to the case going before the Board of Aldermen for final plat approval.
3. When required improvements are complete the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.

21. REQUEST APPROVAL OF ON-STREET PARKING ON RUSSELL STREET IN COORDINATION WITH THE CONSTRUCTION OF THE 505 DEVELOPMENT PROJECT.

Alderman Maynard offered a motion for the approval of on-street parking on Russell Street in coordination with the construction of the 505 Development Project. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea

Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

22. REQUEST APPROVAL OF THE LOW QUOTE FROM HESTER FENCE IN THE AMOUNT OF \$6,380.00 FOR THE HENDERSON SCHOOL SIDEWALK CONNECTOR PROJECT WHICH WILL RUN ALONG THE NORTH SIDE OF HIGHWAY 182 FROM THE UNIVERSITY MOTEL TO SCHOOL STREET TO BE PAID FROM WARD 7 DISCRETIONARY FUNDS.

Alderman Vaughn offered a motion to approve of the low quote from Hester Fence in the amount of \$6,380.00 for the Henderson School sidewalk connector project which will run along the north side of highway 182 from the University Motel to School Street to be paid from Ward 7 discretionary funds. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

Quotes Received:

Hester Construction Inc.: \$6,308.00
Groundstone Construction: \$10,747.50

23. REQUEST APPROVAL OF THE OCTOBER 2015 FINANCIAL STATEMENT.

Alderman Maynard offered a motion to accept the October 2015 financial statement. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

24. REQUEST AUTHORIZATION FOR CITY CLERK OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR ALL DEPARTMENTS OTHER THAN ELECTRIC DEPARTMENT MATERIAL, FOR THE PERIOD JANUARY 1, 2016 THROUGH JUNE 30, 2016.

Alderman Maynard offered a motion to authorize the City Clerk Office to advertise for source of supply bids for all departments other than Electric Department material, for the period January 1, 2016 through June 30, 2016. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

25. REQUEST AUTHORIZATION FOR CITY CLERK / CFO LESA HARDIN TO ATTEND 2015 MUNICIPAL CLERK WINTER EDUCATIONAL CONFERENCE IN JACKSON, MS DECEMBER 16 - 18 WITH ADVANCE TRAVEL OF \$464.50.

Alderman Maynard offered a motion authorizing City Clerk/CFO Lesa Hardin to attend the 2015 Municipal Clerk Winter Educational Conference in Jackson, MS December 16-18 with advance travel of \$464.50. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

26. REQUEST APPROVAL TO ADVERTISE TO FILL VACANT POSITION OF FOREMAN IN THE STREET DEPARTMENT.

Alderman Walker offered a motion to advertise to fill the vacant position of Foreman in the Street Department. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

27. REQUEST APPROVAL TO ADVERTISE TO FILL A POSITION FOR SYSTEM / NETWORK ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT.

Alderman Maynard offered a motion to advertise to fill a position for system/network administrator in the Information Technology Department. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

28. REQUEST APPROVAL TO ADVERTISE TO FILL A POSITION FOR A WAREHOUSE MANAGER IN THE UTILITIES DEPARTMENT.

Alderman Maynard offered a motion to advertise to fill a position for a warehouse manager in the Utilities Department. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

29. REQUEST AUTHORIZATION TO HIRE MARTESA BISHOP TO FILL A POSITION FOR A DEPUTY CLERK – PAYROLL IN THE CITY CLERK / FINANCE DEPARTMENT.

Alderman Maynard offered a motion to hire Martesa Bishop to fill a position for a Deputy Clerk-Payroll in the City Clerk/Finance Department at Salary Grade 11, \$36,225 subject to a six month probationary period. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

30. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A DEPUTY CLERK, ACCOUNTING ASSISTANT IN THE CITY CLERK / FINANCE DEPARTMENT.

Alderman Maynard offered a motion to advertise to fill a vacant position for a deputy clerk, accounting assistant in the City Clerk/Finance Department. This motion was seconded by Alderman Carver and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Alderman Perkins asked Mrs. Stephanie Halbert, Interim Human Resource Management Director, to present the history of the Deputy Clerk – Accounting Assistant and City Accountant job descriptions at the December 1, 2015 meeting.

31. REQUEST AUTHORIZATION TO HIRE RYAN ADAIR TO FILL A POSITION FOR AN ACCOUNTING CLERK IN THE UTILITIES DEPARTMENT.

Alderman Maynard offered a motion to hire Ryan Adair to fill a position of Accounting Clerk in the Utilities Department at Salary Grade 11, \$34, 502.53, subject to a one year probationary period. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

32. REQUEST AUTHORIZATION TO HIRE DAVID PERRY AS A FULL TIME DRIVER IN THE SANITATION DEPARTMENT.

Alderman Maynard offered a motion to hire David Perry as a full time driver in the Sanitation Department at Salary Grade 5, \$24,356.80, subject to a one year probationary period. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

33. REQUEST APPROVAL OF 2016 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE.

Alderman Walker offered a motion to approve the list as presented. This motion was seconded by Alderman Carver. Discussion followed as to there being so many Mondays on the list and an alternative schedule for those trash pickup customers. Alderman Maynard then offered a motion to table the item until December 1, at which time Ms Gandy of the Sanitation Department will present alternative trash pickup scheduling for holidays. Alderman Perkins seconded the motion and the Board voted as follows to table the item:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

34. REQUEST AUTHORIZATION FOR CORPORAL JOSH WILSON AND SGT. SHANE KELLY TO ATTEND NRA SELECT FIRE RIFLE INSTRUCTOR TRAINING IN FLORENCE, ALABAMA, DECEMBER 7-11, 2015, WITH ADVANCE TRAVEL IN THE TOTAL AMOUNT OF \$2,333.95.

Alderman Maynard offered a motion authorizing Corporal Josh Wilson and Sgt. Shane Kelly to attend NRA Select Fire Rifle Instructor Training in Florence, Alabama, December 7-11, 2015, with advance travel in the total amount of \$2,333.95. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

35. REQUEST AUTHORIZATION FOR PEDRO YERA TO ATTEND A CRIME SCENE INVESTIGATION CLASS IN BILOXI, MS., DECEMBER 7-9, 2015 WITH ADVANCE TRAVEL IN THE AMOUNT OF \$728.00.

Alderman Maynard offered a motion authorizing Pedro Yera to attend a crime scene investigation class in Biloxi, MS., December 7-9, 2015, with advance travel in the amount of \$728.00. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea

Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

36. REQUEST AUTHORIZATION TO REMOVE THREE (3) TASER X 26 FROM CITY INVENTORY WHICH ARE BROKEN AND CAN NOT BE REPAIRED.

Alderman Little offered a motion to remove three (3) taser X 26 from city inventory which are broken and cannot be repaired. The tasers will be destroyed before disposal. This motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

SERIAL NUMBERS: X00-561262, X00-561854, X00-429965

37. REQUEST AUTHORIZATION TO ALLOW ONE POLICE OFFICER TO BE ASSIGNED TO WORK WITH US MARSHAL TASK FORCE AT THE DISCRETION OF THE POLICE CHIEF.

Alderman Maynard offered a motion to allow one police officer to be assigned to work with US Marshall task force at the discretion of the Police Chief and to authorize the Mayor to sign all necessary documents. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

38. REQUEST AUTHORIZATION TO PURCHASE A SUV ALL-WHEEL DRIVE VEHICLE. THE VEHICLE WILL BE PURCHASED WITH MONIES IN THE DARE FUND AND WILL BE PURCHASED AT THE STATE CONTRACT PRICE OF \$26,281.00.

Alderman Maynard offered a motion to purchase SUV all-wheel drive vehicle. The vehicle will be purchased with monies in the DARE fund and will be purchased at the State Contract #8200021685 price of \$26,281.00. This motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

39. REQUEST AUTHORIZATION TO SUBMIT AN APPLICATION WITH THE OFFICE OF HIGHWAY SAFETY IN RELATION TO A 100% REIMBURSABLE GRANT IN THE AREA OF FUNDING FOR OVERTIME ENFORCEMENT IN THE AMOUNT OF \$20,000, FUNDING FOR LEL LUNCHEONS DURING THE CLICK IT OR TICKET CAMPAIGN, AND EQUIPMENT IN THE AREA OF (1) RADAR FOR A MOTOR UNIT. THIS FUNDING IS IN THE AMOUNT OF \$23,673.60.

Alderman Vaughn offered a motion authorizing the application with the Office of Highway Safety in relation to a 100% reimbursable grant in the area of funding for overtime enforcement in the amount of \$20,000, funding for LEL Luncheons during the Click It or Ticket Campaign, and equipment in the area of (1) radar for a motor unit. This funding is in the amount of \$23,673.60. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

40. REQUEST AUTHORIZATION TO SUBMIT AN APPLICATION WITH THE OFFICE OF HIGHWAY SAFETY IN RELATION TO A 100% REIMBURSABLE GRANT IN THE AREA OF FUNDING FOR 2 DUI OFFICER SALARIES, EQUIPMENT IN THE FORM OF (1) RADAR, LEL NETWORK FUNDS FOR LUNCHEONS, AND OVERTIME FOR ENFORCEMENT IN DUI OFFENSES FOR A TOTAL REQUESTED AMOUNT OF \$98,356.34.

Alderman Vaughn offered a motion authorizing the application with the Office of Highway Safety in relation to a 100% reimbursable grant in the area of funding for 2 DUI officer salaries, equipment in the form of (1) RADAR, LEL Network funds for luncheons, and overtime for enforcement in DUI offenses for a total requested amount of \$98,356.34. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

41. REQUEST AUTHORIZATION FOR TRAVEL FOR EMMA GANDY, COURTNEY ROSS AND CAP RILEY TO ATTEND CLASS I RUBBISH LANDFILL CERTIFICATION TRAINING IN JACKSON, MS ON DECEMBER 2-3, 2015, WITH ADVANCE TRAVEL NOT TO EXCEED \$950.00.

Alderman Maynard offered a motion authorizing travel for Emma Gandy, Courtney Ross and Cap Riley to attend Class I Rubbish Landfill Certification Training in Jackson, MS on December 2-3, 2015, with advance travel not to exceed \$950.00. This motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

42. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR ELECTRIC DEPARTMENT MATERIAL FOR THE PERIOD JANUARY 1, 2016 THROUGH JUNE 30, 2016.

Alderman Maynard offered a motion authorizing Starkville Utilities to advertise for source of supply bids for Electric Department material for the period January 1, 2016 through June 30, 2016. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

43. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A POLE ATTACHMENT LICENSE AGREEMENT WITH TELEPAK NETWORKS, INC.

Alderman Maynard offered a motion authorizing Starkville Utilities to enter into a pole attachment license agreement with Telepak Networks, Inc. This motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into the ____ day of November, 2015 (the “Effective Date”), by and between the **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi (hereinafter called “Licensor”), and **TELEPAK NETWORKS, INC.**, a Mississippi corporation (“Licensee”). Licensor and Licensee are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains Structures (as hereinafter defined) in the City of Starkville, Mississippi, and Oktibbeha County, Mississippi; and

WHEREAS, Licensee intends to expand its fiber optic network by developing, constructing, installing, and operating one or more fiber optic routes in the City of Starkville, Mississippi and Oktibbeha County, Mississippi area; and Licensee desires to use certain of Licensor’s Structures in furtherance of same; and

WHEREAS, Licensee desires to place certain lines, attachments, and/or apparatus (“Licensee Equipment”) on certain Structures of Licensor, for the limited purpose of the transmission of signals in compliance with any and all local, state, and federal regulations, provided that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where, in Licensor’s judgment, safety will not be adversely affected; and

WHEREAS, Licensor is willing to permit Licensee to use its Structures in consideration of the covenants and agreements set forth in this Agreement and upon and subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and terms and conditions herein contained, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

“Actual Costs” means the actual amount spent by a Party in performing certain obligations under this Agreement including, but not limited to, Licensor’s Actual Costs of making its Joint Use Poles ready for Licensee’s Attachments.

“Agreement” means this Agreement and all extensions, amendments and modifications hereof, together with all attachments, appendices and schedules.

“Attachment” is any piece of Licensee’s Equipment installed on Licensor’s Structures.

“Joint Use Pole” means a pole conforming to the latest specifications of the American National Standards Institute (“ANSI”) upon which space is provided under this Agreement for the attachments of Licensor and Licensee on the same pole at the same time.

“NEC” means National Electrical Code, as amended.

“NESC” means National Electrical Safety Code, as amended.

“Plans” means the design and construction plans for the Attachments to be installed along the Route.

“Pole contact” is defined as any Attachment of Licensee’s on the poles of Licensor.

“Route” means the specific route(s) upon which Licensee’s Attachments will be located, and as further depicted in the Plans.

“Structures” means wood, concrete or metal poles or any combination thereof and steel lattice transmission towers and any other related facilities owned and/or controlled by Licensor, including but not limited to Joint Use Poles as defined herein.

“Usable Space” means the space on a utility pole above the minimum grade level which can be used for the attachment of wires, cables, and associated equipment, and which includes space occupied by Licensor.

“Unusable Space” means the space on a utility pole below the Usable Space including the amount required to set the depth of the pole.

2. SPECIFICATIONS

(a) Licensor hereby grants to Licensee a royalty-free, non-exclusive license to install, construct, monitor, repair, maintain, and operate Attachments on the Structures located along the Route, as further described herein. Licensor shall have the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any of the Structures covered by this Agreement, and Licensor shall have the right to continue and extend any such rights or privileges heretofore granted.

(b) The Structures covered by this Agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the NEC, NESC, the Occupational Safety and Health Act ("OSHA"), the Tennessee Valley Authority ("TVA"), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit "A".

(c) Provided any such change is in compliance with applicable law, Licensor may amend Exhibit A by providing thirty (30) days written notice to Licensee of any such changes. or attached to, any Structure of Licensor, except such tag or insignia which shows Licensee to be the Licensee or lessee of such Structure and not the owner thereof, and then only after obtaining the written consent of Licensor.

(e) The strength of Structures covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the NESC assumed for the area in which they are located.

(f) Any unbalanced loading of Licensor's Structures caused by the placement of Licensee's Attachments shall be properly guyed and anchored by Licensee, at no expense to Licensor.

3. ESTABLISHING JOINT USE OF POLES

(a) Before the Licensee shall make use of any of the Licensor's Structures under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "B"

APPLICATION AND PERMIT FOR USE OF STRUCTURES (the "Application"), and shall comply with the procedures set forth in this section.

(b) Within thirty (30) days after the receipt of such application, Licensor shall notify Licensee in writing whether the Application is approved or rejected. If rejected the Licensor shall specify the reasons therefor and include all relevant information supporting its denial, and shall explain how such evidence and information relate to the denial of access for reasons of lack of capacity, safety, reliability, or engineering standards as specified by the rules of the Federal Communications Commission ("FCC").

(c) After the receipt of notice from Licensor regarding the approved Application, Licensee shall furnish Licensor detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the Structures of Licensor to be used jointly, the number and character of the Attachments to be placed on such Structures, any rearrangement of Licensor's fixtures and equipment necessary for joint use, any relocations or replacements of existing Structures, and any additional Structures which may be required. Licensor shall, on the basis of such detailed construction plans and drawings, submit to Licensee within forty-five (45) days of receipt a cost estimate (based on Licensor's method of computing its Actual Costs) for all changes which may be required in each such pole line. Upon written notice by Licensee to Licensor of approval of the cost estimate and payment of said cost estimate to Licensor, Licensor shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Upon completion of the necessary changes, Licensor will reimburse Licensee for any amounts in excess of the Actual Costs or provide a detailed invoice to Licensee for any additional amounts owed by Licensee in excess of the cost estimate which was previously paid by Licensee. Upon completion of all necessary changes, Licensee shall have the right to use the Structures jointly and to make Attachments in accordance with the terms of the Application and of this Agreement. Licensee shall, at its own expense, make Attachments in such manner as not to interfere with the service of Licensor, and shall place guys and anchors to substation any unbalanced loads caused by its Attachments.

(d) Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the Actual Cost of making such changes. The obligations of Licensee shall not be limited to amounts shown on estimates made by Licensor. Costs include, but are not limited to, materials, labor, engineering, supervision, overheads, and tree trimming. Engineering includes design, proper conductor

spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading. An itemized statement of the Actual Cost of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon.

(e) All Structures jointly used under this Agreement shall remain the property of Licensor, and any payments made by Licensee for changes in Structures under this Agreement shall not entitle Licensee to ownership of any of said Structures. Licensee shall acquire no right, title or interest in or to the Structures.

(f) Licensee will retain ownership of its Attachments to be installed along the Route, and Licensor shall acquire no right, title or interest in or to the Attachments.

(g) Licensor will provide nondiscriminatory access to any of Licensor's Structures. Notwithstanding the foregoing obligation, Licensor may deny Licensee access to Licensor's Structures on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes as permitted by the rules of the FCC.

4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

(a) Each Party shall at all times comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties under this Agreement.

(b) Licensor does not warrant or assure to Licensee any right-of-way privilege or easements; and if Licensee shall at any time be prevented from placing or maintaining its Attachments on Licensor's Structures for those reasons, no liability shall attach to Licensor. Each Party shall be responsible for obtaining its own easements and right-of way.

5. MAINTENANCE OF STRUCTURES, ATTACHMENTS AND RIGHT-OF-WAY

(a) Licensor shall, at its own expense, inspect and maintain the Structures in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce, or repair such Structures as are determined to be defective.

(b) Whenever right-of-way considerations or public regulations make relocation of a Structure necessary, such relocation shall be made by Licensor at its own expense, except each Party shall bear the cost of transferring its own attachments.

(c) Whenever it is necessary to replace or relocate a Structure, Licensor shall give written notice of such relocation to a specified Licensee contact pertaining to the Structure modified or changed. Licensee will have sixty (60) days from receipt of the written notice to make appropriate changes or transfer Attachments to the Structure. If transfers are not made within sixty (60) of receipt of the notice, then a charge of fifty dollars (\$50.00) per day will be assessed to Licensee until the necessary transfers are made. Licensor will not be liable for any damages incurred during the period taken for Licensee to make appropriate transfers.

(d) Except as otherwise provided in (c) of this Section, each Party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the Parties as may be mutually agreed upon and only with written authorization from Licensor.

(e) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of Licensor. Licensor agrees that, upon written notification from Licensee, it will replace any pole that has become unserviceable, which will be determined at the sole discretion of Licensor.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES

(a) Should Licensor need, for its own service requirements or for changes it is required to make as a result of any governmental mandate, the space occupied by Licensee's Attachments on any of Licensor's Structures, then Licensor will notify Licensee in writing at least thirty (30) days in advance of the proposed removal date. Licensee shall remove its Attachments at its expense prior to the proposed removal date. Licensee shall be entitled to reimbursement of its Actual Costs of removal paid to Licensor by any governmental entity.

(b) In any case where facilities of Licensor or third parties are required to be rearranged on the

Structures to accommodate the Attachments of Licensee, Licensee shall reimburse Licensor and any third party for their Actual Costs incurred to rearrange their facilities.

(c) Whenever it is necessary to replace or change the location of a Joint Use Pole, over which Licensee has no control, Licensor shall, before making such change, give at least thirty (30) days prior written notice to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its Attachments. Licensee shall thereafter be permitted to place its Attachments on the relocated or replaced Joint Use Pole.

(d) In the event of any changes contemplated under Sections 6(a), (b), or (c), Licensee shall pay the entire Actual Cost of any removal, transfer or installation of its Attachments.

(e) Licensee may at any time remove its Attachments from any Structure(s) of Licensor, but shall immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removals.

7. INDEMNIFICATION AND INSURANCE

(a) Licensee shall indemnify, protect, and save harmless and insure Licensor from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement, removal or attachment of Licensee's Attachments to Licensor's Structures or by the proximity of Licensee's Attachments to the facilities of Licensor, or any act of Licensee, its agents and employees on or in the vicinity of Licensor's Structures. This duty to indemnify shall survive the termination of this Agreement.

(b) Licensee shall cause to be issued and maintained during the Term of this Agreement insurance coverage of the types and in the amounts set forth below, as applicable:

Type of Insurance Limit

General Liability (including General Aggregate \$2,000,000/Aggregate contractual liability) written Prod
./Comp. Op. Agg. \$1,000,000/Occurrence on an occurrence basis Personal & Adv. Injury
Automobile Liability, including Combined Single Limit \$2,000,000/Aggregate any auto, hired auto and
non-owned autos \$1,000,000/Occurrence Excess Liability, Umbrella Form
2,000,000/Aggregate/Occurrence Workers' Compensation Each Accident \$500,000

8. ABANDONMENT OF JOINT USE POLES

If Licensor desires at any time to abandon any Joint Use Pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon said Structure. Licensee will remove its Attachments prior to the date of abandonment. If, at the expiration of said period, Licensor shall have no attachments on such Structure but Licensee shall not have removed all of its Attachments, such Structure shall become the property of Licensee, and Licensee shall hold harmless Licensor from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such Structure or any Attachments; and shall pay to Licensor a sum equal to the present value in place of such abandoned Structure(s), or such other equitable sum as may then be agreed upon between the Parties, and Licensor shall provide Licensee with a properly authorized bill of sale for such Structure(s).

9. RENTALS, CHARGES AND RATES

(a) In consideration of the license described in Section 2 above and the other covenants, terms and conditions contained in this Agreement, Licensee agrees to pay an annual fee to Licensor for each Structure utilized by Licensee along the Route as described in Section 19 herein. On or about December 31 of each year, the Parties, acting in cooperation, shall tabulate the total number of Structures to which Attachments of Licensor are attached as of the preceding day. This tabulation shall indicate the number of Structures on which rentals are to be paid. The rentals shall be computed on the basis of Twenty-Seven Dollars (\$27.00) per annum for each Structure and will increase at a rate of Three Percent (3%) each year thereafter.

(b) The yearly rental period covered by this Agreement shall be the twelve month period between January 1 and December 31. Licensor shall invoice Licensee for rent on an annual basis on or about February 1 of each year during the Term. Rent is due and payable within thirty (30) days of receipt of

invoice. The annual rental fee per Structure shall apply to any Attachments made or removed during the year. The annual rental fee for the first year of the Term of this Agreement shall be prorated based on day Licensee's construction plans are approved by Licensor.

(c) In the event that Licensee requires a source of electrical energy for power supply to a cable system or otherwise which constitutes a part of the licensed Attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.

(d) All other amounts payable under this Agreement, such as for erection, rearrangement, relocation or abandonment, shall be due to payable within thirty (30) days of receipt of an invoice from Licensor by Licensee.

(e) No refund of any Attachment rental fee will be paid on account of any voluntary termination or surrender of an Attachment by Licensee. If Licensor terminates an Attachment for any reason other than Licensee's uncured default, then Licensor shall refund to Licensee a pro-rata portion of the annual rental fee paid as of the date of termination of the Attachment.

10. DEFAULTS

(a) If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after receipt of written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the Structures to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.

(b) If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, Licensor may elect to do such work, and Licensee shall reimburse Licensor for its Actual Costs.

(c) If Licensor shall fail to comply with any provisions of this Agreement and shall fail to correct such noncompliance within thirty (30) days of receipt of written notice from Licensee, then Licensee may (i) terminate this Agreement and receive a refund of all prepaid rental fees paid, and/or (ii) pursue any and all remedies it may have at law or in equity.

(d) If either Party defaults in any of its obligations under this Agreement and it becomes necessary for the other Party to obtain the services of an attorney, who is not a salaried employee of said Party, to enforce such obligations, then the defaulting Party agrees to pay any and all attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.

11. UNAUTHORIZED ATTACHMENT

(a) If any of Licensee's Attachments for which no license has been issued shall be found attached to Licensor's Structures, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of receipt of written or oral notification from Licensor of the unauthorized Attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized Attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.

(b) No act or failure to act by Licensor with regard to said unauthorized Attachment shall be deemed as ratification or the licensing of the unauthorized Attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations, and responsibilities of this Agreement from its inception in regard to said unauthorized Attachment.

12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the Structures covered by this Agreement; provided that no third party subsequent to Licensee shall have any right to the space occupied by Licensee.

13. TERM OF AGREEMENT

This Agreement shall continue in force and effect for an initial term of ten (10) years from and after the Effective Date of this Agreement (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew on a year to year basis (each a "Renewal Term") unless terminated by either Party by giving written notice of its intention to do so not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to as the "Term." Upon termination of this Agreement, Licensee shall remove its Attachments from the Structures of Licensor within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Licensor may elect to do such work and Licensee shall pay Licensor the Actual Cost. Notwithstanding the foregoing, if Licensee fails to submit an application to install its Attachments on Licensor's Structures within one hundred and eighty (180) days of the Effective Date, then this Agreement shall automatically terminate.

14. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

(a) This Agreement may be amended or supplemented at any time upon written agreement by the Parties hereto. Should an amendment or supplement become necessary, the Party desiring such amendment or supplement shall give thirty (30) days written notice to the other Party setting out in detail the changes or additions desired.

(b) In the event that Licensee desires to add or reduce the number of pole Attachments, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensor, setting out in detail the pole numbers and exact locations of the Structures, and the quantity of Structures involved in the addition or subtraction.

16. PAYMENT OF TAXES

Licensor shall pay all taxes and assessments lawfully levied upon its Structures and its equipment located thereon. Licensee shall pay all taxes and assessments lawfully levied upon its Attachments and/or levied upon the Licensor solely due to the presence of Licensee's Attachments on Licensor's Structures.

17. INTEREST AND PAYMENTS

All amounts to be paid by Licensee to Licensor under this Agreement shall be due and payable within thirty (30) days after receipt of an itemized statement is presented to Licensee. Any payment not made within thirty (30) days from the due date shall accrue late payment charges at the rate of One and One Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

18. NOTICES

Any notice, request, consent, demand, or statement which is contemplated to be made upon either Party by the other Party under any of the provisions of this Agreement, shall be in writing and shall be delivered personally, via certified or registered U.S. Mail, postage prepaid, return receipt requested, or via overnight delivery service to the addresses of the Parties as follows:

(a) If notice is to Licensor,

Terry N Kemp
Starkville Utility Department
200 N Lafayette Street
P. O. Box 927
Starkville, MS 39759

With a copy to:

Christopher J. Latimer
Mitchell, McNutt & Sams
P. O. Box 1366
Columbus, MS 39703-1366

(b) If notice is to Licensee,

Telepak Networks, Inc.

Sr. VP, Engineering and Development
1018 Highland Colony Parkway
Suite 400
Ridgeland, MS 39157

With a copy to:

Ken Rogers
Brunini, Grantham, Grower & Hewes, PLLC
190 E. Capitol Street, Suite 100
Jackson, MS 39201

19. SUPPLYING INFORMATION

(a) Within one hundred twenty (120) days after the completion of the installation of its Attachments Licensee shall furnish to Licensor a map showing the precise location of each Attachment of Licensee which is actually installed on Structures of Licensor. Such revised sketch or map shall be verified by Licensor and shall be the basis for determining the number of Attachments made initially.

(b) Licensee shall promptly report to Licensor any changes made in the number of Structures of Licensor contacted by Licensee.

(c) Upon request of Licensor or Licensee, but not sooner than six (6) years after the execution of this Agreement, and every six (6) years thereafter, or as may be mutually agreed upon, the Parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that Licensee is occupying any Structures of Licensor without having advised Licensor as provided in Section 19(b), Licensee shall pay to Licensor the rental for such Structures from the date that Licensee's Attachments were installed on such Structures, or if dates of installation cannot be determined to the satisfaction of both Parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

20. CONSTRUCTION OF AGREEMENT

This Agreement is deemed executed in the State of Mississippi and shall be construed under the laws of the State of Mississippi. Venue for any legal action relating to this Agreement shall be in a court of competent jurisdiction in Oktibbeha County, Mississippi.

21. PRIOR AGREEMENTS SUPERSEDED

This Agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this Agreement.

22. ASSIGNMENT OF AGREEMENT

Neither Party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other Party. Notwithstanding the foregoing, Licensee may assign this Agreement without consent but with written notice to a purchaser of all or substantially all its assets or common stock.

23. COUNTERPARTS

This Agreement may be executed in counterparts and delivered to the other Party, which counterparts shall be binding as originals and, when combined, shall constitute one instrument binding upon the Parties.

[Signature page follows]

In witness whereof, the Parties have caused this Agreement to be duly executed effective as of the Effective Date.

TELEPAK NETWORKS, INC.

LICENSEE

ATTEST:

By: _____

Title: _____

CITY OF STARKVILLE, MISSISSIPPI,

LICENSOR

ATTEST:

By: _____

Title: _____

EXHIBIT "A"

RULES AND PRACTICES FOR ATTACHMENTS

1. All facilities attached to Licensor's Structures shall be installed in a manner to ensure compliance with the requirements of the NESC in effect at the time of installation.
2. The location of all cables or power supplies on Licensor's Structures shall be approved in writing by Licensor. No Attachments shall be made without prior approval of Licensor.
3. All television cables and power supplies shall be located on the same side of each Structure as any existing telephone cable, or as designated by Licensor.
4. On Joint Use Poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the Structure opposite the secondary conductors, or as designated by Licensor.
5. Licensee's service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing Structure ground with #6 solid, bare, soft drawn copper wires.
7. No power supply shall be installed on any of Licensor's Structures on which are already installed transformers, underground electric services, capacitor banks, or sectionalizing equipment.
8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All Attachments of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). Clearances not specified in this rule shall be determined by reference to the NESC.
11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.
12. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its Attachments. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
13. Licensee shall install and maintain any and all of its Attachments in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Structure, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this Agreement.
14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to Jointly Used Poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.
15. In the event that any of Licensee's proposed Attachments are to be installed upon Structures already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.
16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for the purpose.
17. Licensee shall provide a written statement, signed by a Professional Engineer representing Licensee, which its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10.

EXHIBIT "B"

APPLICATION AND PERMIT FOR USE OF STRUCTURES

Application No. _____

Date _____

In accordance with the terms of the License Agreement dated _____, 2015, application is hereby made for Licensee to make attachments to _____ Structures located in or near the City of Starkville in the County of Oktibbeha and the State of Mississippi.

The Structures, including proposed construction if necessary for which permission is requested, are listed by pole number and further identified on the attached map. Detailed construction plans and location drawings will be furnished.

Licensee

By: _____

Title: _____

Permission for construction granted _____, 20____, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$_____, (2) the necessary third-party arrangements are done satisfactorily, and (3) that Licensee construct according to standards.

CITY OF STARKVILLE, MISSISSIPPI

By: _____ Title: _____

The above estimates for make-ready changes and rearrangements approved _____, 20____. Licensee intends to construct line(s) within 120 days after make-ready work is complete.

By: _____

Title: _____

Certification to be completed:

I hereby certify that upon final inspection (which will be made within 30 days after construction is complete), the attachments fully comply with the National Electrical Safety Code (NESC), latest edition, and no Structures or facilities to be used by Telepak Networks, Inc., will be in violation of NESC as the result of said attachments.

Registration Number (State)

Engineer's Signature

44. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED CONSTRUCTION BIDS TO REPLACE A FAILING GRAVITY SEWER SYSTEM IN SOUTH STARKVILLE (BANYAN ROAD FORCE MAIN PROJECT)

Alderman Little offered a motion to advertise for sealed construction bids to replace a failing gravity sewer system in south Starkville (Banyan Road force main project). This motion was seconded by Alderman Vaughn and the Board voted as follows:

- Alderman Ben Carver Voted: Yea
- Alderman Lisa Wynn Voted: Yea
- Alderman David Little Voted: Yea
- Alderman Jason Walker Voted: Yea
- Alderman Scott Maynard Voted: Yea
- Alderman Roy A'. Perkins Voted: Yea
- Alderman Henry Vaughn, Sr. Voted: Yea

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

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

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

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

46. A MOTION TO ENTER EXECUTIVE SESSION TO CONSIDER THE JOB PERFORMANCE OF CITY EMPLOYEES WHO CREATE AGENDAS AND BOARD PACKETS, JOB PERFORMANCE OF EMPLOYEES WHO COMPILE THE CLAIMS DOCKET, THE JOB PERFORMANCE OF A FIREMAN BEING RECOMMENDED FOR DISCIPLINARY ACTION, THE JOB PERFORMANCE OF STARKVILLE UTILITIES EMPLOYEE DOUG DEVLIN, AND TRANSACTIONS RELATED TO THE DEVELOPMENT OF NEW CITY HALL SECURITY PLANS, PERSONNEL OR DEVICES.

Alderman Perkins offered a motion to enter Executive Session for the purpose of considering the job performance of city employees who create agendas and board packets, job performance of employees who compile the claims docket, the job performance of a fireman being recommended for disciplinary action, the job performance of Starkville utilities employee Doug Devlin, and transactions related to the development of new city hall security plans, personnel or devices on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Maynard, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of considering the job performance of city employees who create agendas and board packets, job performance of employees who compile the claims docket, the job performance of a fireman being recommended for disciplinary action, the job performance of Starkville utilities employee Doug Devlin, a Starkville utilities department employee, and transactions related to the development of new city hall security plans, personnel or devices on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

47. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, to return to Open Session, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session and read the motions as listed below.

48. A MOTION TO ACCEPT THE DISCIPLINARY ACTION RECOMMENDATION OF THE FIRE CHIEF.

A motion was offered by Alderman Maynard to accept the disciplinary action recommendation of the Fire Chief for a Starkville fireman. The motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

49. A MOTION TO ACCEPT THE RECOMMENDATION OF STARKVILLE UTILITY GENERAL MANAGER TERRY KEMP AS RELATES TO DOUG DEVLIN.

A motion was offered by Alderman Vaughn to approve the change in classification for Doug Devlin to the position of Chief Operator – Wastewater with that position to include EPA compliance and special projects as assigned by the General Manager of Utilities. This position would be in salary grade 14 and the salary will be \$58,500 to be effective at the beginning of the next pay period. The motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

50. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF NOVEMBER 11, 2015 FOR FISCAL YEAR ENDING 9/30/16.

Upon the motion of Alderman Maynard to move approval of the City of Starkville Claims Docket for all departments as of November 11, 2015 for fiscal year ending 9/30/16, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver Voted: Absent
 Alderman Lisa Wynn Voted: Yea
 Alderman David Little Voted: Yea
 Alderman Jason Walker Voted: Yea
 Alderman Scott Maynard Voted: Yea
 Alderman Roy A'. Perkins Voted: Nay
 Alderman Henry Vaughn, Sr. Voted: Nay

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

General Fund	001	\$ 329,214.37
Restricted Police Fund	002	148.08
Restricted Fire Fund	003	7,639.80
Airport Fund	015	26.50
Sanitation	022	42,211.38
Landfill	023	1,437.14
Computer Assessments	107	175.00
Parking Mill Project	311	79,482.00
Park and Rec Tourism	375	305.67
Water/Sewer	400	198,678.53
Sub Total Before SED	Sub	659,318.47
Electric Dept.	SED	\$ 1,046,915.71
Total Claims	Total	\$ 1,706,234.18

51. A MOTION TO ADJOURN UNTIL DECEMBER 1, 2015 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn, for the Board of Aldermen to adjourn the meeting until December 1, 2015 @ 5:30 at 110 West Main Street in the City Hall Courtroom, the Board voted as follows:

Alderman Ben Carver Voted: Absent
 Alderman Lisa Wynn Voted: Yea
 Alderman David Little Voted: Yea
 Alderman Jason Walker Voted: Yea
 Alderman Scott Maynard Voted: Yea
 Alderman Roy A'. Perkins Voted: Yea
 Alderman Henry Vaughn, Sr. Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2015.

PARKER WISEMAN, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEALED)