

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

**The City of Starkville, Mississippi
January 17, 2012**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 17, 2012 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Sandra Sistrunk, Eric Parker, Jeremiah Dumas, Roy A.' Perkins, Henry Vaughn, Sr., Alderman Ben Carver and Alderman Richard Corey. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

Mayor Parker Wiseman opened the meeting by asking those in attendance to recite the Pledge of Allegiance, which was immediately followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA

Alderman Jeremiah Dumas requested the following changes to the January 17, 2012 Official Agenda

Add to Consent Item XI-I-1 Approval to advertise to fill a vacant position of Laboratory Technician in the Wastewater Division of Public Services..

Add to Consent Item XI-I-2 Approval to advertise to fill vacant position of Deputy Clerk in the City Clerk's Office.

Add to Consent Item XI-I-3 Approval to hire Mary Adams to fill a Temporary, Part-Time position of Receptionist in the City Clerk's Office.

Alderman Roy A' Perkins requested the following changes to the January 17, 2012 Official Agenda

Add to Consent Item XI-B-1 Approval of the consideration of Administrative Hearing Officer's order determining that seven (7) real properties located throughout the City are a menace to the Public Health and Safety of the Community as it was reduced to writing.

1.

A MOTION TO APPROVE THE OFFICAL AGENDA AS REVISED

There came for consideration the matter of approving and adopting the January 17, 2012, Official Agenda of the Recess Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, to approve the January 17, 2012, Official Agenda as modified with items listed as consent, the Board voted as follows:

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

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

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

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, JANUARY 17, 2012
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

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

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

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

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

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE FOR DECEMBER 6, 2011.

V. ANNOUNCEMENTS AND COMMENTS

MAYOR'S COMMENTS:

INTRODUCTION OF NEW EMPLOYEES:

JAMES CASEY JOHNSON – DRINKING WATER DIVISION OF PUBLIC SERVICES DEPARTMENT

AMY VAUGHN – MUNICIPAL COURT

BOARD OF ALDERMEN COMMENTS:

ALDERMAN SISTRUNK – THERE IS AN ADA WORKSHOP THAT WILL BE HELD ON JANUARY 26, 2012 AT THE SPORTSPLEX ON LYNN LANE

EMPLOYEE OF THE MONTH PRESENTATION BY ALDERMAN PERKINS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PRESENTATION BY PARK COMMISSION CHAIRMAN, DAN MORELAND, AND PARKS DIRECTOR, MATTHEW RYE, OF THE QUARTERLY REPORT IN ACCORDANCE WITH THE REQUIREMENTS OF MISSISSIPPI CODE §21-37-37.

VIII. PUBLIC HEARING

- A. A THIRD PUBLIC HEARING FOR ITEM #OR 11-01: A PROPOSED ORDINANCE REPEALING AND REPLACING THE “CHART OF PERMITTED USES” FOUND IN APPENDIX A, ARTICLE VIII, SECTION M AND THE DEFINITIONS FOUND IN APPENDIX A, ARTICLE II OF THE CITY’S CODE OF ORDINANCES
- B. A THIRD PUBLIC HEARING FOR ITEM #OR 11-02: A PROPOSED ORDINANCE AMENDING THE CITY’S OFFICIAL ZONING MAP AND CODE OF ORDINANCES BY ADDING APPENDIX A, ARTICLE A. ZONING, ARTICLE VII, DISTRICT REGULATIONS, SECTION T, TRANSECT DISTRICTS, BY MEANS OF A PREPARED FORM BASED CODE ENTITLED “DOWNTOWN/MSU CORRIDORS CODE” FOR AREAS WHICH INCLUDE PORTIONS OF MS HIGHWAY 182, MAIN STREET, UNIVERSITY DRIVE, LAMPKIN STREET AND RUSSELL STREET
- C. FIRST PUBLIC HEARING ON THE ADOPTION OF A CONDOMINIUM ORDINANCE AND TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCES TO INCLUDE CONDOMINIUM DEVELOPMENTS, CONVERSIONS AND RELATED MATTERS.

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY FOR THE PART TIME EMPLOYMENT OF A GRADUATE ASSISTANT TO IMPLEMENT THE HEALTHY HOMETOWN GRANT.

X. BOARD BUSINESS

- A. CONSIDERATION TO APPROVE ITEM #OR 11-01: A PROPOSED ORDINANCE REPEALING AND REPLACING THE “CHART OF PERMITTED USES” FOUND IN APPENDIX A, ARTICLE VIII, SECTION M AND THE DEFINITIONS FOUND IN APPENDIX A, ARTICLE II OF THE CITY’S CODE OF ORDINANCES.
- B. DISCUSSION AND CONSIDERATION OF EVALUATING THE RFQ SUBMISSIONS AND SELECTING A FIRM TO ASSIST THE CITY IN THE REDISTRICTING PROCESS.
- C. CONSIDERATION TO APPROVE ITEM #OR 11-02: A PROPOSED ORDINANCE AMENDING THE CITY’S OFFICIAL ZONING MAP AND CODE OF ORDINANCES BY ADDING APPENDIX A, ARTICLE A. ZONING, ARTICLE VII, DISTRICT REGULATIONS, SECTION T, TRANSECT DISTRICTS, BY MEANS OF A PREPARED FORM BASED CODE ENTITLED “DOWNTOWN/MSU CORRIDORS CODE” FOR AREAS WHICH INCLUDE PORTIONS OF MS HIGHWAY 182, MAIN STREET, UNIVERSITY DRIVE, LAMPKIN STREET AND RUSSELL STREET.
- D. REPORT ON THE INSTALLATION OF FIBER AND THE TECHNOLOGY IMPLEMENTATION PLANS FOR THE CITY OF STARKVILLE.

E. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE TERMS ON THE TRANSPORTATION COMMITTEE REPRESENTING WARDS THREE AND FIVE THAT ARE EXPIRING 03-01-2012.

- F. DISCUSSION AND CONSIDERATION OF ADDING NORTHSIDE DRIVE DITCH TO THE DRAINAGE IMPROVEMENTS TO BE MADE FOR THE CAPITAL IMPROVEMENT PROJECTS FOR 2012.
- G. DISCUSSION AND CONSIDERATION OF CHOOSING THE MEMBERS OF THE SELECTION COMMITTEE TO EVALUATE THE RFPP PROPOSALS FOR THE PUBLIC/PRIVATE PARTNERSHIP FOR MUNICIPAL FACILITY PROJECTS.
- H. REPORT BY DOUG DEVLIN, THE PUBLIC SERVICES DEPARTMENT HEAD, ON THE REMEDIATION OF THE BROWN WATER ISSUES THROUGHOUT THE CITY OF STARKVILLE.

***** I. *CONSIDERATION OF THE PURCHASE OF EIGHT IPADS FOR THE BOARD OF ALDERMEN TO ALLOW FOR PAPERLESS BOARD OF ALDERMEN MEETINGS IN AN AMOUNT NOT TO EXCEED \$6,000.00.*

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. BUILDING, CODES AND PLANNING DEPARTMENT

1. REQUEST CONSIDERATION OF ADMINISTRATIVE HEARING OFFICER'S ORDER DETERMINING THAT SEVEN (7) REAL PROPERTIES LOCATED THROUGHOUT THE CITY ARE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY.

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF JANUARY 12, 2012.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF JANUARY 12, 2012.

3. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING DECEMBER 31, 2011, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

4. REQUEST CONSIDERATION OF ACCEPTING THE BEST BID FOR MUNICIPAL DEPOSITORIES FOR THE CALENDAR YEARS 2012-2014.

5. REQUEST RATIFICATION OF AN EMERGENCY PURCHASE OF A HEATER FOR CITY HALL.

6. REQUEST APPROVAL OF THE SOURCE OF SUPPLY FOR THE GENERAL CITY DEPARTMENTS.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

1. REQUEST CONSIDERATION OF THE BEST BID FOR THE PROVISION OF THE NORTHER FIBER RING IN THE CITY OF STARKVILLE

2. REQUEST APPROVAL OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND SOUTHWIRE

F. ENGINEERING AND STREETS

THERE ARE NO ITEMS FOR THIS AGENDA

G. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR FIRE INSPECTOR MARK MCCURDY TO TRAVEL TO EMMITSBURG, MARYLAND MARCH 3 TO MARCH 9, 2012, TO ATTEND THE NATIONAL EMERGENCY TRAINING CENTERS, FIRE AND LIFE SAFETY PLANS REVIEW CLASS FOR A TOTAL COST OF \$130.48 WITH ADVANCE TRAVEL REQUESTED.

2. REQUEST PERMISSION TO PURCHASE FIREFIGHTING GEAR FROM (STATE CONTRACT VENDOR) EMERGENCY EQUIPMENT PROFESSIONAL, INC. AT A TOTAL COST OF \$22,548.00.

H. INFORMATION TECHNOLOGY DEPARTMENT

1. REQUEST CONSIDERATION OF THE APPROVAL OF THE PROPOSAL FOR BY CIVICPLUS FOR THE DEVELOPMENT OF A WEBSITE DESIGN FOR THE CITY OF STARKVILLE.

I. PERSONNEL

1. REQUEST APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF LABORATORY TECHNICIAN IN THE WASTEWATER DIVISION OF PUBLIC SERVICES.

2. REQUEST APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF DEPUTY CLERK IN THE CITY CLERK'S OFFICE.

***** 3. REQUEST APPROVAL TO HIRE MARY ADAMS TO FILL A ~~REGULAR~~ TEMPORARY, PART-TIME POSITION OF RECEPTIONIST IN THE CITY CLERK'S OFFICE.

4. REQUEST APPROVAL OF TEMPORARY PAY INCREASES PER PERSONNEL POLICY FOR FIRE DEPARTMENT EMPLOYEES ASSIGNED TO TEMPORARY POSITIONS DUE TO RESIGNATION AND RETIREMENT.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR OFFICER LAURA ROBERSON TO TAKE SIX (6) CREDIT HOURS AT MISSISSIPPI STATE UNIVERSITY PER THE EXISTING CITY POLICY FOR REIMBURSABLE EDUCATIONAL COURSES.

K. PUBLIC SERVICES

1. REQUEST APPROVAL OF A REVISED SEWER BILLING AGREEMENT WITH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT CONTINGENT ON APPROVAL BY THE CITY ATTORNEY.

2. REQUEST APPROVAL OF A REVISED WATER RATE AGREEMENT WITH THE TRIM CANE WATER ASSOCIATION.

L. SANITATION & ENVIRONMENTAL SERVICES

1. REQUEST APPROVAL FOR THE ACCEPTANCE OF THE LOWEST AND BEST BID BY CENTRAL POLY CORP. FOR THE PURCHASE OF GARBAGE BAGS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

***** ~~B. PERSONNEL~~

C. PROPERTY ACQUISITION

XV. OPEN SESSION

XVI. ADJOURN UNTIL FEBRUARY 7, 2012 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY FOR THE PART TIME EMPLOYMENT OF A GRADUATE ASSISTANT TO IMPLEMENT THE HEALTHY HOMETOWN GRANT.

X. BOARD BUSINESS

- E. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE TERMS ON THE TRANSPORTATION COMMITTEE REPRESENTING WARDS THREE AND FIVE THAT ARE EXPIRING 03-01-2012.

XI. DEPARTMENT BUSINESS

- A. AIRPORT – NO ITEMS
- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
 - 2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF JANUARY 12, 2012.
 - 3. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING DECEMBER 31, 2011, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.
 - 4. CONSIDERATION OF ACCEPTING THE BEST BID FOR MUNICIPAL DEPOSITORIES FOR THE CALENDAR YEARS 2012-2014.
 - 5. REQUEST RATIFICATION OF AN EMERGENCY PURCHASE OF A HEATER FOR CITY HALL.
 - 6. REQUEST APPROVAL OF THE SOURCE OF SUPPLY FOR THE GENERAL CITY DEPARTMENTS.
- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT
 - 1. REQUEST CONSIDERATION OF THE BEST BID FOR THE PROVISION OF THE NORTHER FIBER RING IN THE CITY OF STARKVILLE
 - 2. REQUEST APPROVAL OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND SOUTHWIRE
- F. ENGINEERING AND STREETS – NO ITEMS
- G. FIRE DEPARTMENT
 - 1. REQUEST PERMISSION FOR FIRE INSPECTOR MARK MCCURDY TO TRAVEL TO EMMITSBURG, MARYLAND MARCH 3 TO MARCH 9, 2012, TO ATTEND THE NATIONAL EMERGENCY TRAINING CENTERS, FIRE AND LIFE SAFETY PLANS

REVIEW CLASS FOR A TOTAL COST OF \$130.48 WITH ADVANCE TRAVEL REQUESTED.

2. REQUEST PERMISSION TO PURCHASE FIREFIGHTING GEAR FROM (STATE CONTRACT VENDOR) EMERGENCY EQUIPMENT PROFESSIONAL, INC. AT A TOTAL COST OF \$22,548.00.

H. INFORMATION TECHNOLOGY

1. REQUEST CONSIDERATION OF THE APPROVAL OF THE PROPOSAL FOR BY CIVICPLUS FOR THE DEVELOPMENT OF A WEBSITE DESIGN FOR THE CITY OF STARKVILLE.

I. PERSONNEL – NO ITEMS

I. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR OFFICER LAURA ROBERSON TO TAKE SIX (6) CREDIT HOURS AT MISSISSIPPI STATE UNIVERSITY PER THE EXISTING CITY POLICY FOR REIMBURSABLE EDUCATIONAL COURSES.

J. PUBLIC SERVICES

1. REQUEST APPROVAL OF A REVISED SEWER BILLING AGREEMENT WITH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT CONTINGENT ON APPROVAL BY THE CITY ATTORNEY.
2. REQUEST APPROVAL OF A REVISED WATER RATE AGREEMENT WITH THE TRIM CANE WATER ASSOCIATION.

K. SANITATION AND ENVIRONMENTAL SERVICES

1. REQUEST APPROVAL FOR THE ACCEPTANCE OF THE LOWEST AND BEST BID BY CENTRAL POLY CORP. FOR THE PURCHASE OF GARBAGE BAGS.

CONSENT ITEMS 2-21

2.

APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY FOR THE PART TIME EMPLOYMENT OF A GRADUATE ASSISTANT TO IMPLEMENT THE HEALTHY HOMETOWN GRANT

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of the Memorandum of understanding between the City of Starkville and Mississippi State university for the part time employment of a graduate assistant to implement the Healthy Hometown Grant is enumerated, this consent item is thereby approved.

SPECIFIC MEMORANDUM OF AGREEMENT

Between



MISSISSIPPI STATE
UNIVERSITY™

Mississippi Agricultural and Forestry Experiment Station
Box 9740, Mississippi State, MS 39762

Mississippi State University Extension Service
Box 9601, Mississippi State, MS 39762

And

City of Starkville
(sponsor)

This Agreement is between City of Starkville, hereinafter referred to as “SPONSOR”, a municipal corporation organized and existing under the laws of the State of Mississippi with its corporate address being 101 Lampkin Street, Starkville, Mississippi 39759, and Mississippi State University, a governmental entity of the State of Mississippi, hereinafter referred to as “MSU”, for and on behalf of its Mississippi Agricultural and Forestry Experiment Station or its Mississippi State University Extension Service with its address respectively at either P. O. Box 9740, Mississippi State, Mississippi 39762 or P. O. Box 9601, Mississippi State, Mississippi 39762. SPONSOR and MSU are collectively referred to as the “parties.”

WHEREAS, SPONSOR desires to obtain certain, specific (educational) (research) services from MSU.

WHEREAS, in return, MSU must obtain market value consideration and compensation for providing the (educational) (research) services.

I.

TERMS

A. Term of Contract

This agreement shall not be effective unless and until both parties have executed this agreement, with MSU executing the agreement last, and the effective date of this agreement shall be the date this agreement is executed by MSU. The term of this agreement shall be for one (1) year from the effective date of this agreement at which time this agreement shall automatically expire. However, upon a separate, mutual written agreement executed by the parties not less than thirty (30) days prior to the expiration of this agreement, a renewal agreement may be entered under terms mutually agreeable to the parties at that time. The period of performance is from January 18, 2012 to December 31, 2012.

B. SPONSOR shall:

1. Pay MSU the following amounts according to the following payment schedule:

One payment of \$24,000 prior to February 1, 2012.

[Note to SPONSOR: The SPONSOR is requested to return a signed copy of this agreement and a check (made payable to Mississippi State University) to the appropriately identified address above.]

[MSU Employer Identification Number is 64-6000819]

2. SPONSOR shall not use the names, logos, trademarks, or any other mark or image considered by MSU to be identified with or protected by MSU, or those of any of the institution's employees or former employees, or any adaptation thereof, in any advertising, promotional or sales literature without prior written consent being obtained from the MSU Licensing Program Office, and either the MAFES Director or MSU/ES Director, and the Vice President for Agriculture, Forestry and Veterinary Medicine, in each case, except that SPONSOR may state that SPONSOR has employed MSU to perform services for the SPONSOR under this Agreement.
- C. MSU shall provide the following described services:
1. Conduct the research in a professional manner;
 2. Maintain an accurate accounting of the funds; and,
 3. Provide the SPONSOR with an annual report of progress and/or termination report upon completion of the below identified project.
 4. The project is, or purpose of the project is, to: Create a strategic partnership between the Department of Food Science, Nutrition and Health Promotion at Mississippi State University and the City of Starkville in order to fully realize the goals and objectives of the Healthy Starkville Committee and the City of Starkville. The Department of Food Science, Nutrition and Health Promotion will house the Health Coordinator position in the form of two (2), 1-year, Graduate Assistantships (GA). The 1-year term would begin with the spring semester 2012 and continue through the summer and fall semester 2012. Drs. Ronald Williams and Barry Hunt will hire two students to serve as Graduate Assistants beginning in spring 2012. Under the direction of the Health Promotion faculty, these students will be expected to:
 - fulfill position commitment of 20 hours per week per semester,
 - attend Healthy Starkville Committee meetings,
 - collaborate with city officials and local health professionals,
 - assess community health needs through collection of primary (survey, interview, focus group, etc.) and secondary data,
 - choose and/or design appropriate health promotion strategies,
 - evaluate the effectiveness of health promotion activities,
 - seek methods of program sustainability through additional grants and contracts, and
 - other duties determined by Drs. Williams and Hunt that are specific to the Healthiest Hometown Project.

II. **CONDITIONS**

A. Availability of Funds

It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditioned upon the availability and receipt of funds by MSU to specifically perform the obligations set forth for MSU under this agreement.

B. No MSU Funding

It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditioned upon the receipt by MSU of funds or other mutually agreed upon consideration from SPONSOR to specifically perform the obligations set forth for MSU under this agreement. No MSU funds are obligated for payment or disbursement or envisioned as being encumbered under this agreement to any party at any time.

C. Representation Regarding Contingent Fees and Gratuities

SPONSOR represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, SPONSOR represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

D. Authority to Contract

SPONSOR warrants (a) that it is a validly organized city with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

E. Disputes

The parties agree that any and all disputes between the parties to this agreement may, if mutually agreeable to both parties, be subjected to voluntary mediation and that such disputes are subject to final resolution if said voluntary mediation efforts result in a written resolution agreement executed by both parties.

F. Failure to Enforce

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

G. MSU Responsibility

MSU shall be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with MSU to the degree and within the parameters permitted under §§11-46-1, *et seq.*, Mississippi Code Annotated of 1972.

H. MSU - Independent Contractor

MSU shall at all times be regarded as and shall be legally considered an independent contractor and neither MSU nor its employees shall, under any circumstances, be considered servants, agents or employees of SPONSOR, and SPONSOR shall at no time be legally responsible for any negligence or other wrongdoing by MSU, its principals, officers, agents, employees or representatives. SPONSOR shall not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of MSU or any of its principals, officers, agents, employees or representatives. SPONSOR shall not provide to MSU, its principals, officers, agents, employees or representatives any employee insurance coverage or other benefits, including, but not limited to, Workers' Compensation, which are normally provided by SPONSOR to its employees. MSU's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of SPONSOR. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between SPONSOR and MSU. At no time shall MSU be authorized to do so and at no time shall MSU act as an agent for or of SPONSOR.

I. Equal Employment Opportunity

SPONSOR represents and understands that MSU is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination. SPONSOR agrees that during the term of this agreement that SPONSOR will strictly adhere to this policy in its employment practices and the provision of its services.

J. Assignment Prohibition

SPONSOR agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.

K. No Third Parties

There are no other parties to this agreement. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this agreement, its terms and conditions, or a party's actions taken hereunder.

L. No Other Terms, Conditions, or Understandings

The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof and constitutes the full and complete Agreement in this matter by and between the parties hereto, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

M. Modifications to Agreement

This agreement may be modified only by a written amendment authorized by and executed by the parties. No oral statements of any person shall modify or otherwise affect the terms, conditions or specifications stated in this agreement.

N. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt

requested, to the persons at the addresses shown below. The parties agree to notify the other in writing of any change of address.

For SPONSOR:

City of Starkville
101 Lampkin Street
Starkville, MS 39759

Promotion

For MSU jointly at:

Sponsored Programs Administration
P.O. Box 6156
Mississippi State, MS 39762

AND

Food Science, Nutrition & Health
Box 9805
Mississippi State, MS 39762

O. Ownership of Documents and Work Papers

MSU shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by MSU in connection with this agreement. Rights to initial publication, formal release or other disclosure of data generated from these services will be retained by MSU. Results of this investigation are not to be published by the SPONSOR or others before publication by MSU except by written permission from MSU.

P. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such an event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Q. Termination for Convenience

MSU may, when the interests of MSU so require, terminate this agreement in whole or in part for the convenience of MSU. Written notice of the same is required to be provided by MSU and shall allow no less than 60 days' notice prior to the effective date of the termination.

The Sponsor may, when the interests of the Sponsor so require, terminate this agreement in whole or in part for the convenience of the Sponsor. Written notice of the same is required to be provided by the Sponsor and shall allow no less than 60 days' notice prior to the effective date of the termination.

R. Termination for Cause

Either party may terminate this agreement upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other

party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.

S. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its choice of laws and conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi. SPONSOR shall comply with applicable federal, state, and local laws and regulations.

City of Starkville
Name of SPONSOR (Printed or Typed)

Name of Authorized Official of SPONSOR (printed or typed)

Title (printed or typed)

Signature *Date*

**MISSISSIPPI STATE UNIVERSITY
CONCURRENCE:**

Dr. Ronald Williams, Jr.
Scientist *Date*
PI's Identification No. 903595964

Dr. Juan Silva
Department Head *Date*

Dr. George Hopper
Director, MAFES/Extension Service *Date*

APPROVED:

Director of Sponsored Programs *Date*

3.

APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR THE TERMS ON THE TRANSPORTATION COMMITTEE REPRESENTING WARDS THREE AND FIVE THAT ARE EXPIRING 03-01-2012

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of advertising for letters of interest for the terms on the transportation committee representing Wards three and five that are expiring 03-01-2012” is enumerated, this consent item is thereby approved.

4.

APPROVAL OF THE ADMINISTRATIVE HEARING OFFICER’S ORDER DETERMINING THAT SEVEN (7) REAL PROPERTIES LOCATED THROUGHOUT THE CITY ARE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of the Administrative Hearing Officer’s order determining that seven (7) real properties located throughout the City are a menace to the Public Health and Safety of the community as defined in Section 54-52 of the City’s Code of Ordinances and Direct City Staff to begin demolition and clean-up of the dilapidated structures, utilizing city personnel in accordance with Section 21-19-11 of the Mississippi Code of 1972, annotated” is enumerated, this consent item is thereby approved.

5.

APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF JANUARY 12, 2012

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of The City of Starkville Claims Docket for all department except the Fire Department as of January 12, 2012” is enumerated, this consent item is thereby approved.

**CLAIMS DOCKET
01-12-12-B
JANUARY 17, 2012**

General Fund	001	\$705,785.10
Restricted Police Fund	002	0.00
Restricted Fire Fund	003	0.00
Airport Fund	015	2,810.31
Sanitation	022	80,738.38

Landfill	023	9,761.46
Computer Assessments	107	3,827.97
Middleton TIF Bond	125	0.00
City Bond and Interest	202	3,880.00
2009 Road Maint. Bond	304	10,640.31
Fire Station No. 5	306	0.00
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	11,295.90
Water/Sewer	400	234,794.99
Vehicle Maintenance	500	35,375.61
Hotel/Motel	610	0.00
2% (VCC, EDA, MSU)	630	0.00
Electric		0.00
TOTAL CLAIMS		\$1,098,910.03

6. APPROVAL OF THE REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING DECEMBER 31, 2011, IN ACCORDANCE WITH 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of the report of the receipts and expenditures for period ending December 31, 2011, in accordance with 21-35-13 of the Mississippi code of 1972 annotated” is enumerated, this consent item is thereby approved.

7. APPROVAL OF ACCEPTING THE BEST BID FOR MUNICIPAL DEPOSITORIES FOR THE CALENDAR YEARS 2012-2014

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of accepting the best bid for Municipal Depositories for the Calendar years 2012-2014” is enumerated, this consent item is thereby approved.

8. APPROVAL OF THE RATIFICATION OF AN EMERGENCY PURCHASE OF A HEATER FOR CITY HALL

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of ratification of an emergency purchase of a heater for City Hall” is enumerated, this consent item is thereby approved

9.

**APPROVAL OF THE SOURCE OF SUPPLY
FOR THE GENERAL CITY DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of the Source Supply for the General City Department” is enumerated, this consent item is thereby approved

10.

**APPROVAL OF THE BEST BID FOR THE PROVISISON
OF THE NORTHERN FIBER RING IN THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of ratification of an emergency purchase of a heater for City Hall” is enumerated, this consent item is thereby approved

11.

**APPROVAL OF THE CONTRACT BETWEEN
THE CITY OF STARKVILLE AND SOUTHWIRE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of the contract between The City of Starkville and Southwire” is enumerated, this consent item is thereby approved

POWER SUPPLY CONTRACT

Date: _____

Contract No. _____

THIS POWER SUPPLY CONTRACT (this “Contract”), made and entered into by and between **SOUTHWIRE COMPANY** (“Customer”), a corporation created, organized and existing under and by virtue of the laws of the State of Delaware; and **CITY OF STARKVILLE, MISSISSIPPI** (“Distributor”), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

W I T N E S S E T H:

WHEREAS, Customer has been purchasing power from Distributor under Power Supply Contract No. 082710-1, for the operation of Customer’s plant near Starkville, Mississippi (the “plant”); and

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

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

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

ARTICLE 1 **SCOPE**

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

ARTICLE 2 **RULES AND REGULATIONS**

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

ARTICLE 3 **EFFECTIVE DATE, TERM AND TERMINATION**

3.1 - Effective Date

This Contract shall become effective as of 0000 hours Central Prevailing Time on February 1, 2012 (the "Effective Date").

3.2 - Term and Termination of Contract

This Contract shall continue in effect for an initial term of five (5) years beginning on the Effective Date and may be terminated by either party following two (2) years' prior written notice of termination to the other party. Such two (2) year notice to terminate may be given at any time following year three (3) of the initial term. After the initial term, this Contract will automatically renew for additional one (1) year renewal terms unless terminated in accordance with the terms of this Section.

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

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

ARTICLE 4 **AVAILABILITY OF POWER**

Subject to the other provisions of this Contract, including its attachments and the Rules and Regulations, Distributor shall make firm power available to Customer in the amount of the Firm Contract Demand designated below:

Firm Contract Demand: 3,600 kW

ARTICLE 5 **RATES**

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

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

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

ARTICLE 6 **CONDITIONS OF DELIVERY**

6.1 - Delivery Point

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

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

6.2 - Delivery Voltage and Frequency

The power made available at the delivery point specified in this Contract shall be in the form of three-phase alternating current, 12470 volts nominal, and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by Distributor at the Delivery Point of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Contract.

6.3 - Phase Balancing

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

6.4 - Protective Equipment

Distributor shall not be obligated to provide equipment for the protection of Customer's lines, facilities, or equipment, but Distributor may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall, in Distributor's sole judgment, be capable of satisfactory coordination with any protective equipment installed by Distributor. Customer shall exercise all reasonable precautions and install all equipment necessary to limit its total demand to the amount to which it is entitled under this Contract.

6.5 - Facilities

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

6.6 - Distributed Generation

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

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

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

6.7 - Metering

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

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

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

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

6.7.3.2 No Warranty of Outputs. Neither Distributor nor TVA makes any statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Customer uses or will use them or (b) as to quantity, kind, character, quality, capacity,

design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Customer hereby waives, and releases Distributor, the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Customer's use of the metering outputs.

ARTICLE 7
ASSIGNMENT OF CONTRACT

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

ARTICLE 8
WAIVER; SEVERABILITY

8.1 - Waiver. Any agreement on the part of either party to an extension or waiver of any provision hereof will be valid only if set forth in a written instrument signed on behalf of such party. A waiver by either party of the performance by the other party of any covenant, agreement, obligation, condition, representation, or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. A waiver by either party of the performance by the other party of any act hereunder will not constitute a waiver of the performance of any other act or an identical act required to be performed by such other party at a later time.

8.2 - Severability. The unenforceability of any provision hereof will not render unenforceable or impair the remainder of this Contract, which will be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions.

ARTICLE 9
PREVIOUS ARRANGEMENTS

This Contract constitutes the full understanding of the parties and a complete and exclusive statement of the terms and conditions of the parties' agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between Customer and Distributor with respect thereto, including without limitation, Power Supply Contract No. 082710-1.

ARTICLE 10
DUPLICATE ORIGINALS

Any number of duplicate originals of this Contract may be executed, and all such duplicates shall constitute but one and the same instrument. This Contract may be delivered by facsimile, .PDF format or other electronic means, any of which will constitute an original document.

[Signatures appear on the following page.]

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

SOUTHWIRE COMPANY

By _____
Name:
Title:

CITY OF STARKVILLE, MISSISSIPPI

By _____
Name:

Title

12.

APPROVAL OF FIRE INSPECTOR MARK MCCURDY TO TRAVEL TO EMMITSBURG, MARYLAND MARCH 3 TO MARCH 9, 2012, TO ATTEND THE NATIONAL EMERGENCY TRAINING CENTERS, FIRE AND LIFE SAFETY PLANS REVIEW CLASS FOR A TOTAL COST OF \$130.48 WITH ADVANCE TRAVEL REQUESTED

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of fire inspector Mark Mccurdy to travel to Emmitsburg, Maryland March 3 to March 9, 2012, to attend the National Emergency Training Centers, Fire and Life Safety Plans Review Class for a total cost of \$130.48 with advance travel requested” is enumerated, this consent item is thereby approved

13.

APPROVAL TO PURCHASE FIREFIGHTER TURNOUT GEAR FROM (STATE CONTRACT) EMERGENCY EQUIPMENT PROFESSIONAL, INC. AT A TOTAL COST OF \$22,548.00

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval to purchase firefighter Turnout Gear from (State Contract) Emergency Equipment Professional, Inc at a total cost of \$22,548.00” is enumerated, this consent item is thereby approved.

14.

APPROVAL OF THE PROPOSAL OF CIVICPLUS FOR THE DEVELOPMENT OF A WEBSITE DESIGN FOR THE CITY OF STARKVILLE

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of the proposal of Civicplus for the development of a website design for the City of Starkville, in the amount of \$25,236.00 to be paid in over a 3-year period, with an annual maintenance, hosting and storage costs of \$4,284.00” is enumerated, this consent item is thereby approved.

Proposal for the City of Starkville, MS

CivicPlus Project Development Estimate

All Quotes are in US Dollars and Valid for 120 Days from November 18, 2011.

Project Development	\$25,236
First Year's Annual Support, Maintenance & Hosting	Included
<i>Server Storage not to exceed 25 GB; Media Center Storage not to exceed 10 GB</i>	
Total Fees Year 1	
236	\$25

With CivicPlus, you'll enjoy all the benefits of our Ultimate Service Plan - 24/7 support, software maintenance, unlimited upgrades, recurring training and access to the CivicPlus community. Protecting your investment is important, and our Ultimate Service Plan allows you to receive maximum benefit at minimal cost. Over the course of a year, you'll receive nearly \$500,000 in software upgrades, maintenance and optimization. Additionally, your staff will be able to take advantage of our support community, ensuring that they're always up-to-date on our latest features and functionality.

With the Ultimate Service Plan, CivicPlus will handle the workload, with redundant hosting services, daily backups and extensive disaster recovery plans. And if the Ultimate Service Plan isn't right for you, the site and software are yours - our websites are as portable as they are powerful.

Year 2 and Beyond Annual Support, Maintenance & Hosting

Subject to annual 5% increase year 3 and beyond

Optional Payment Plan - CivicPlus Advantage

CivicPlus Advantage offers local governments an alternative payment plan that eases the impact of a new website on your budget and spreads the one-time project development costs over a longer period of time.

Through a minimum three-year contract, CivicPlus Advantage dramatically lowers the one-time project development and start-up costs of launching a new website, **combining one-time and recurring fees and spreading them over the life of the contract.**

And

because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with CivicPlus - at no additional charge.

The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. At 36 months, Client has the following options:

1. Terminate the CivicPlus Advantage Plan by providing written notice and contract for Annual Support, Maintenance & Hosting services. Base rate of \$4,284 is subject to 5% annual increase.
2. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules, integration of third-party software or capabilities, additional design services beyond the standard website redesign and custom programming for new site modules or features.
3. Terminate services with CivicPlus.

CivicPlus Advantage	1st Year	2nd Year	3rd Year	4th Year
Annual Recurring Fees	\$11,340	\$11,340	\$11,340	\$4,723

Project Development Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • ePay • Facilities & Reservations • FAQs <ul style="list-style-type: none"> • Featured Info Module • Forms Development Tool • Healthy City Initiative <ul style="list-style-type: none"> • Intranet • Job Postings • Media Center • My Dashboard • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application <ul style="list-style-type: none"> • Opinion Poll • Permits & Licensing <ul style="list-style-type: none"> • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator • Request Tracker (5 users) • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log ¹ Automated PDF Converter ¹ Automatic Content Archiving ¹ Content Library ¹ Dynamic Breadcrumbs ¹ Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder ¹ Menu Management ¹ Mouse-over Menu Structure ¹ Online Editor for Editing and Page Creation (WYSIWYG) ¹ Online Web Statistics (Only with CivicPlus Hosting) * Page Wizard w/Multiple Layouts ¹ Printer Friendly/Email Page ¹ Rotating Content • RSS ¹ Search Engine Registration ¹ Site Layout Options • Site Search & Entry Log ¹ Slideshow • User & Group Administration Rights ¹ Web Page Upload Utility ¹ Website Administrative Log

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

15.

**APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF
LABORATORY TECHNICIAN IN THE WASTEWATER DIVISION OF PUBLIC
SERVICES**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval to advertise to fill a vacant position of Laboratory Technician in the Wastewater Division of Public Services” is enumerated, this consent item is thereby approved.

16.

**APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF DEPUTY
CLERK IN THE CITY CLERK’S OFFICE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 7, 2012 Official Agenda and to accept items for Consent, whereby the “approval to advertise to fill a vacant position of Deputy Clerk in the City Clerk’s Office” is enumerated, this consent item is thereby approved.

17.

**APPROVAL TO HIRE MARY ADAMS TO FILL A TEMPORARY, PART-TIME
POSITION OF RECEPTIONIST IN THE CITY CLERK’S OFFICE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval to hire Mary Adams to fill a temporary, part-time position of receptionist in the City Clerk’s Office” is enumerated, this consent item is thereby approved.

18.

**APPROVAL OF OFFICER LAURA ROBERSON TO TAKE SIX (6) CREDIT
HOURS AT MISSISSIPPI STATE UNIVERSITY PER THE EXISTING CITY
POLICY FOR REIMBURSABLE EDUCATIONAL COURSES**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of Officer Laura Roberson to take six (6) credit hours at Mississippi State University per the existing City Policy for reimbursable Educational Courses” is enumerated, this consent item is thereby approved.

19.

**APPROVAL OF A REVISED SEWER BILLING AGREEMENT WITH THE
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
CONTINGENT ON APPROVAL BY THE CITY ATTORNEY**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the “approval of a revised sewer billing agreement with the Golden Triangle Planning and Development District Contingent on approval by the City Attorney” is enumerated, this consent item is thereby approved.

CONTRACT

**CITY OF STARKVILLE, MISSISSIPPI
and
GOLDEN TRIANGLE PLANNING & DEVELOPMENT DISTRICT, INC.
for
Starkville City Sewer Fee and Talking Warrior Water Billing**

This contract is entered into by and between the Board of Aldermen of the City of Starkville, Mississippi, hereinafter referred to as CITY, and the Golden Triangle Planning and Development District, Inc., hereinafter referred to as GTPDD, for the purpose of providing to the CITY, by GTPDD, the accounting activities necessary for the collection of sewer fees and Talking Warrior water fees for the City. This contract shall begin on January 1, 2012, and remain binding upon both parties for a period of 60 months or until the CITY, after 36 months, decides to terminate the contract with a 180-day written notice to GTPDD.

CITY agrees to:

1. Compensate the GTPDD for startup costs, monthly billing, collection and account maintenance services provided under this agreement;
2. Pay a yearly fee to maintain a post office box;
3. Pay for checks, deposit slips and other associated bank charges;
4. Provide the GTPDD an initial list of names, mailing addresses and meter readings of all customers in the affected area 15 days prior to commencement of this agreement;
5. Pay GTPDD for services as outlined below;
6. Pay postage required for mailing certified notices to delinquent users, and other additional postage as necessary for collections;
7. Provide to GTPDD, at no cost, all supplies and materials as may be typically furnished to CITY by the appropriate regulatory authority, e.g. CITY letterhead, stationery and envelopes;
8. Pay costs of the purchase of the cardstock (at cost) for mailing monthly bills;
9. Provide GTPDD all meter readings one (1) day prior to the last working day of each month;

10. Provide GTPDD with a contact person and phone number for customer-related issues;
11. Investigate challenges to the accuracy of the meter reading or meter. Notify the GTPDD of any billing adjustments that may be necessary; and
12. Hold harmless the GTPDD for inaccurate meter readings when the GTPDD correctly acts on the information provided by the CITY.

CITY acknowledges that all tapes, disks, programs, etc. used and/or developed in the performance of this contract shall remain the property of GTPDD.

BILLING AND COLLECTION FEE SCHEDULE

The CITY agrees to compensate the GTPDD for billing and collection services on the following schedule:

1. \$1.50 per user per mailing (regular monthly bill where sewer and water fees are combined on the same bill);
2. \$0.80 per user per initial bank draft and \$0.50 per month thereafter;*
3. \$2.00 per item for any letters mailed upon request of the CITY;
4. \$25.00 per hour for special reports requested by the CITY;
5. All certified fees necessary for delinquent user mailings;
6. \$27.00 per hour for staff time dedicated to collection efforts and mileage at current federal rate; and
7. If Justice Court adjudication involves wage garnishment, a charge of \$10.00 per name.

RETURNED CHECKS

Customers who remit checks that are returned for insufficient funds will have the applicable service charge added to their account per the GTPDD's returned check policy. Returned check fees that are subsequently collected by the GTPDD are the property of the GTPDD.

GTPDD agrees:

1. To provide staff and supplies to mail startup letters for an additional **\$2.00 per user per mailing****, including, at CITY's request, letters to customers outlining their liability for fees;
2. After startup activities are complete, to provide regular monthly services for billing, mailing and fee collection for a **monthly charge of \$1.50 per user**. This fee includes provision of professional staff, paper and other desktop supplies, hardware and software for automated data processing system and postage (other than certified and other special mail fees). The following monthly services will be provided: maintaining current database; preparing and mailing of monthly statements; receiving mailed payments and posting to automated system; depositing all receipts into an FDIC financial institution account; balancing receipts and deposits; preparing and mailing statement listings, accounts receivable listings and other appropriate reports to City; furnishing technical assistance and compatible system forms to CITY;
3. To make deposits of all fees collected to the bank account and reconcile monthly statements. User fees will be accepted either by mail, bank draft or via the drive-through at 106 Miley Drive, Starkville, MS;

4. To print on each monthly customer bill:
 1. Amount of prior month's bill
 2. Payments received
 3. Amount due for sewer/water service
 4. Net adjustments and penalties
 5. Present meter reading, previous meter reading and usage, and
 6. Total amount due if paid by the 15th calendar day of the following month;
5. To provide to the CITY on a monthly basis:
 1. An itemized printout of activity on each account showing the customer name, service address and the same information in item 4 (1-6) above,
 2. A check matching total revenues collected less any checks returned for insufficient funds, and
 3. A reconciliation of the CITY's FDIC insured bank account into which all deposits are made;
6. To maintain all records associated with this contract in accordance with generally accepted accounting principles and make available said records for audit by the CITY upon request; and
7. To submit a monthly itemized invoice to CITY for services rendered.

GTPDD further agrees not to disclose any CITY material or information to other individuals or government agencies without prior written consent from CITY. GTPDD agrees to exercise reasonable care in preserving and protecting the confidentiality of information and materials provided by CITY.

The CITY and GTPDD agree that any changes to the contract will be evidenced in writing, attached to this contract, and signed by authorized representatives of both parties.

***These are current bank charges to GTPDD; if charges are increased by bank, the increase will be passed on to the CITY.**

****Postage charges to CITY will be increased during the term of this contract only by the amount of increase, if any, in the rates charged by the United States Postal Service.**

This contract executed by Parker Wiseman, Mayor, for and on behalf of City of Starkville, Mississippi, and Rupert L. "Rudy" Johnson, Executive Director, for and on behalf of the Golden Triangle Planning and Development District, Inc. on this _____ day of _____, 2011.

CITY OF STARKVILLE, MISSISSIPPI

ATTEST:

By: _____
Parker Wiseman, Mayor

GOLDEN TRIANGLE PLANNING &

DEVELOPMENT DISTRICT, INC.

ATTEST:

By: _____
Rupert L. "Rudy" Johnson
Executive Director

**20.
APPROVAL OF A REVISED WATER RATE AGREEMENT WITH THE TRIM
CANE WATER ASSOCIATION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the "approval of revised water rate agreement with the Trim Cane Water Association" is enumerated, this consent item is thereby approved.

**21.
APPROVAL OF THE ACCEPTANCE OF THE LOWEST AND BEST BID BY
CENTRAL POLY CORP. FOR THE PURCHASE OF GARBAGE BAGS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and adopted by the Board to approve the January 17, 2012 Official Agenda and to accept items for Consent, whereby the "approval of the acceptance of the lowest and best bid by central Poly Corp. for the purchase of garbage bags" is enumerated, this consent item is thereby approved.

END OF CONSENT ITEMS

**22.
A MOTION OF THE APPROVAL OF THE MINUTES OF THE REGULAR
MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE
FOR DECEMBER 6, 2011**

There came for consideration the matter of the approval of the Minutes of the Regular Meeting of the Board of Aldermen of the City of Starkville for December 6, 2011, After discussion and

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>

Alderman Jeremiah Dumas Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn Voted: Yea

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

MAYOR ANNOUNCEMENTS AND COMMENTS

Mayor Parker Wiseman reminded everyone of the Regional Meeting that will be held at the Trotter Convention Center Thursday, January 19, 2012 at 6:00 p.m. to discuss Regional Governance.

Mayor Parker Wiseman introduced the new employees for The City of Starkville
James Casey Johnson Drinking Water Division of Public Services Department
Amy Vaughn Municipal Court Absent

BOARD OF ALDERMEN COMMENTS

Alderman Sandra Sistrunk reminded everybody of the ADA Workshop that will be held on January 26, 2012 at the Sportsplex on Lynn Lane.

Alderman Roy A' Perkins thanked the audience along with the Boy Scouts for their attendance. Alderman Perkins thanked Rev. Thomas J. Rogers and commended him on his 9th year of Pastoral Service at Josey Creek Church.

Alderman Roy A' Perkins recognized Markeeta Outlaw as Employee of the Month for January 2012.

Alderman Henry Vaughn thanked the City Staff and the Mayor and the Board for the mobile home being moved.

Alderman Ben Carver thanked the Board for keeping Ms. Mary Adams as an employee with the City of Starkville.

CITIZEN COMMENTS

Alvin Turner Ward 7 wanted to know if stun guns were legal; however he asked the Chief to keep us updated.

Jessie Selvie, John Hill, and Charles Johnson had concerns about the ditch on Northside Drive. They wanted to know when the ditch would be cleaned stating that the last time it was cleaned was back in 1984.

Mayor Parker Wiseman stated that it is up for discussion tonight and there is a list of twenty eight (28) drainage projects.

Jean Issac asked the Board to take a look around town and see what they are doing and to do what needs to be done for the City of Starkville. She said education is top priority but she has not heard the Board talk much on it. Jean Issac reminded the Board that election time is coming and she want the Board to pray and think about what they are doing. Ms. Issac stated that this is 2012 please do something about it.

PUBLIC APPEARANCE

Matthew Rye presented the quarterly report for the Park Commission and introduced the new employee for the Starkville Parks and Recreation

Herman Walters Parks and Recreation Sports Coordinator

Dan Moreland recognized Walter Williams for fifty (50) years of dedicated service.

Alderman Henry Vaughn commended the Parks and Recreation Department on the new lights and resurface of the tennis court in J.F. King Park.

PUBLIC HEARING

Ben Griffith introduced the third public hearing Item #OR 11-01: A proposed Ordinance repealing and replacing the "Chart of Permitted Uses" found in appendix A, article VIII, Section M and the definitions found in appendix A, Article II of the City's Code of Ordinance.

No Board Comments OR 11-1

CITIZEN COMMENTS

Alvin Turner wanted to know what the Ordinance contains.

Alderman Jeremiah Dumas explained the Ordinance and the simplicity and clarity of the Ordinance.

Mayor Parker Wiseman closed the Public Comments section and reopened the Board comments

Alderman Eric Parker asked about the T-Zone stating that it is not adopted so it shouldn't be included in this now.

Alderman Jeremiah Dumas confirmed that the T-Zone is not included.

Ben Griffith introduced the third Public Hearing Item # OR 11-02 A proposed Ordinance amending the City's Official Zoning Map and Code of Ordinances by adding appendix A, Article A zoning, article VII, district regulations, section T Transect Districts, by means of

a prepared form based code entitled “Downtown/MSU Corridors Code” for areas which include portions of MS Condominium Developments, Conversions and related Matters.

PUBLIC COMMENTS

Alvin Turner wanted to know what the ordinance contains.

Alderman Jeremiah Dumas explained the Ordinance as changing land use to be developed by use as well as by zone.

Alderman Ben Carver wanted to know what is in place for out of town developers to find out about the Ordinance.

Alderman Jeremiah Dumas stated that the Building Department and the online website will inform the new developers.

Mayor Parker Wiseman introduced the First Public Hearing on adoption of a Condominium Ordinance. The objective of Ordinance is to cut unnecessary red tape for developers of condominium projects which currently have to go through an inapplicable subdivision regulation process.

Mayor Parker Wiseman Concluded the Public comment section and reopened the Board comments seeing none concluded the 1st Public Hearing on the Condominium Ordinance .

23.

A MOTION TO APPROVE ORDINANCE # 2012-01 REPEALING AND REPLACING THE “CHART OF PERMITTED USES” FOUND IN APPENDIX A, ARTICLE VIII, SECTION M AND THE DEFINITIONS FOUND IN APPENDIX A ARTICLE II OF THE CITY’S CODE OF ORDINANCES AS PRESENTED

There came for consideration the matter of the approval Ordinance # 2012-01 repealing and replacing the “Chart of Permitted Uses” found in appendix A Article VII, section M and the definitions found in appendix A article II of the City’s Code of Ordinance as presented After discussion and

Upon the motion of Alderman Jeremiah Dumas, duly second by Alderman Richard Corey, the Board voted as follows:

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

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

ORDINANCE NUMBER 2012 - ____

AN ORDINANCE REPEALING AND REPLACING THE “CHART OF PERMITTED USES” FOUND IN APPENDIX A, ARTICLE VIII, SECTION M AND THE DEFINITIONS FOUND IN APPENDIX A, ARTICLE II OF THE CITY’S CODE OF ORDINANCES IN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

WHEREAS, the City of Starkville’s current Permitted and Conditional Land Use Chart and associated definitions are at least forty years old and in need of revision and amended; and

WHEREAS, the Planning & Zoning Commission of the City of Starkville has held a work session and a public hearing and made a recommendation that the chart and definitions be revised and amended; and

WHEREAS, the Mayor and Board of Aldermen having reviewed the recommendations of the Planning & Zoning Commission and their recommendations for approval of this revised Permitted and Conditional Land Use Chart and amended definitions; and

WHEREAS, the Mayor and Board of Aldermen believe there is a need to modernize and update the land development regulations and believe that it is in the best interest of the City of Starkville to adopt the revised Permitted and Conditional Land Use Chart and associated definitions.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi as follows:

SECTION I. RECITALS

The foregoing recitals are true and correct, and included herein.

SECTION II. STATEMENT OF INTENT

Appendix A, Article II. Definitions; Rules of Construction **Sec. A. - Definitions and rules of construction.**

For the purpose of this ordinance words used in the present tense include the future, the singular number includes the plural, and the plural the singular. The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

For words, terms and phrases used in this Ordinance that are not defined below, below, or elsewhere in the City's Code of Ordinances, the City Planner shall have the authority to interpret or define such words, terms and phrases.

In making such interpretations or definitions, the City Planner may consult secondary sources related to the planning and legal professions, such as "Black's Law Dictionary" (West Publishing Company, St. Paul, Minn., most current edition), "The Latest Illustrated Book of Development Definitions" by Harvey S. Moskowitz and Carl G. Lindbloom (Center for Urban Policy Research, Rutgers University. N.J. 2007, or most current edition), for technical words, terms, phrases and graphics, or any "Webster's Dictionary" for other words, terms and phrases.

Abandonment: to cease or discontinue a use or activity without intent to resume, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

Abutting: having a common border with, or being separated from such a common border by, a right-of-way, alley, or easement.

Accessory Dwelling Unit: a dwelling unit either attached to a single family dwelling or located on the same lot or parcel of land as another dwelling or commercial structure, and having an independent means of access.

Accessory structure: a structure or use that:

1. Is clearly incidental to and customarily found in connection with a principal building or use;
2. Is subordinate to and serves a principal building or a principal use;
3. Is subordinate in area, extent, or purpose to the principal building or principal use served;
4. Contributes to the comfort, convenience, or necessity of occupants, business, or industry in the principal building or principal use served; and

5. Is located on the same lot as the principal building or use served.

Agriculture: the use of land for the raising or growing of crops only; except that the mayor and board of aldermen may, by special order, permit the raising of certain game fowl, but not livestock or swine, in rural or outlying fringe areas within the City of Starkville, provided that such use does not constitute a nuisance or health hazard.

Airport: any area of land or water designed and set aside for the landing and takeoff of aircraft, including all necessary facilities for the housing and maintenance of aircraft.

Alley: a public or private way permanently reserved as a secondary means of access to abutting property.

Alteration and altered: the word "alteration" shall include any of the following:

1. Any addition to the height, width or depth of a building or structure;
2. Any change in the location of any of the exterior walls of a building or structure;
3. Any increase in the interior accommodations of a building or structure;
4. In addition to the foregoing, a building or structure shall be classified as altered when it is repaired, renovated, remodeled, or rebuilt at a cost in excess of 50 percent of its value prior to the commencement of such repairs, renovation, remodeling or rebuilding.

Antenna (see also *Satellite dish antenna and tower*): any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or reception of electromagnetic waves external to or attached to the exterior of any building.

Assisted Living Facility: facilities that provide supervision or assistance with [activities of daily living](#), coordination of services by outside [health care](#) providers and monitoring of resident activities to help to ensure their health, safety, and well-being. Examples include: Special Needs Facilities, Foster Care Facilities and Personal Care Homes.

Automobile wrecking yard (see also *Junkyard*): the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale, or dumping of dismantled or wrecked vehicles or their parts. The presence on any lot or parcel of land of two or more motor vehicles which, for a period exceeding 30 days, have not been capable of operating under their own power and from which parts have been or are to be removed for reuse or sale shall constitute prima facie evidence of an automobile wrecking yard.

Bar and/or cocktail lounge: Any premises wherein alcoholic beverages are sold at retail for consumption on the premises and minors are excluded therefrom by law. It shall not mean a premises wherein such beverages are sold in conjunction with the sale of food for consumption on the premises and [where] the sale of said beverages comprises less than 25 percent of the gross receipts.

Bed & Breakfast Inn: a house or portion thereof, where short-term, being defined as not more than seven days, lodging rooms and meals are provided. The operator of the inn shall live on the premises or in an adjacent premises.

Boarding House: an establishment with lodging for five or more persons where meals are regularly prepared and served for compensation and where food is placed upon the table family-style, without service or ordering of individual portions from a menu.

Buffer area (see also *Screening*): a landscaped area intended to separate and partially obstruct the view of two adjacent land uses or properties from one another.

Buffer zone: an area so planted and/or fenced which acts as a buffer or separation area between two or more uses or structures not compatible due to zoning, function, operation or design.

Building area: the portion of the lot occupied by the main building, including porches, carports, accessory buildings or other structures.

Building codes official: the city official responsible for issuance of building permits.

Building line: the line parallel to the street line, that passes through the point of the principal [building] nearest the front lot line.

Building permit: a permit issued by the building/codes official authorizing the construction, placement, or structural alteration of a specific building on a specific lot.

Building, portable: any building in excess of 144 square feet in size that is portable in nature, without wheels, and built on a chassis or frame designed and constructed to be used without a permanent foundation. Building permits are required prior to the placement of such buildings on any lot.

Business Offices: facilities that provide for activities that are conducted in an office setting and generally focus on business, professional, or financial services. Facilities may include cafeterias, day care facilities, recreational or fitness facilities, parking, supporting commercial, or other amenities primarily for the use of employees in the business or building. Examples include: Law Offices, Accountant Offices, Engineering Firms, Architecture Firms, Contractors' Offices with no outside storage, Sales Offices, Radio and Television Stations and/or Studios, Medical and Dental Offices, Banks and Financial Institutions, Tax Preparers and Realty Offices.

Campground: an area or tract of land on which accommodations for temporary occupancy are located or may be placed, including cabins, tents, and major recreational equipment, and which is primarily used for recreational purposes and retains an open air or natural character.

Car Title Loan Business: means a business, other than a financial institution, with a primary business activity of making small, short-term consumer loans using the equity value of a car or other vehicle as collateral when the title to such vehicle is owned free and clear by the borrower.

Car wash: an area of land and/or a structure with machine or hand-operated facilities used principally for the cleaning, washing, polishing, or waxing of motor vehicles.

Cemetery: land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematoriums, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such cemetery.

Child Care: a licensed facility that provides care, protection, and supervision for children or adults on a regular basis away from their primary residence, and typically for less than 24 hours per day.

City planner: the city official responsible for administration of the "official zoning map" and zoning ordinance.

Clinic: a building designed and used for diagnosis and treatment of human patients that does not include overnight care facilities.

Club or lodge: buildings or facilities owned or operated by a corporation, association, or persons for a social, educational, or recreational purpose; but not primarily for profit or to render a service that is customarily carried on as a business.

Code compliance officer: the city employee who works under the supervision of the city planner to ensure compliance of various city codes and ordinances.

Commercial use: an occupation, employment, or enterprise that is carried on for profit by the owner, lessee, or licensee.

Community center: a place, structure, area, or other facility used for and providing religious, fraternal, social, and/or recreational programs generally open to the public and designed to accommodate and serve significant segments of the community.

Community Services: buildings arranged for community gatherings for social, cultural or community services purposes. Examples include: Club or Lodge, Community Center, Library, Museum, Galleries and Youth Centers.

Condominium: an estate in real property consisting of an undivided interest in common with other purchasers in a portion of a parcel of real property, together with a separate interest in space in a residential building, such as an apartment. A condominium may include, in addition, a separate interest in other portions of such real property.

Congregate housing: a residential facility for four or more elderly persons, age 60 or older, within which are provided living and sleeping facilities, meal preparation, laundry services, and room cleaning. Such facilities may also provide other services, such as transportation for routine social and medical appointments, and counseling.

Convalescent home, rest home or nursing home: those health facilities where persons are housed and furnished meals and continuing health care (nursing) services for a fee.

Convenience store: any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area of less than 3,000 square feet.

Conference/Convention Center facilities used for business or professional conferences, seminars, events such as sporting activities, entertainment and cultural and training programs. Examples include: Auditorium, Conference Centers, Meeting Facilities, Corporate Retreat Facilities and Convention Centers.

Density: the number of dwelling units permitted per acre of land.

Dormitory: a building used as group living quarters for a student body, religious order, or other group as an associated use to a college, university, boarding school, orphanage, convent, monastery, farm labor camp, or other similar use. Dormitories do not include kitchen facilities, except a group kitchen facility to serve all residents.

Drive-in facility: an establishment that, by design of physical facilities or by service or packaging procedures, encourages or permits customers to receive a service or obtain a product that may be used or consumed in a motor vehicle on the premises or to be entertained while remaining in an automobile.

Drive-in theater: a theater so arranged and conducted that the customer or patron may view the performance while seated in a motor vehicle.

Dwelling: a house or other building used for residential purposes, except that the word "dwelling" shall not include boardinghouses or rooming houses, bed and breakfast inns, tents, tourist camps, hotels, trailers, trailer camps, or other structures designed or used primarily for transient residents.

Dwelling, Four Family (four-plex): a detached residential building designed to contain four separate dwelling units under the same roof.

Dwelling, Live/Work: a dwelling which includes an office or studio for the resident to operate as a home occupation defined as any use customarily conducted entirely within a dwelling located within a residentially-zoned area and carried on solely by the inhabitant thereof, which meets all of the following provisions:

1. Must be clearly incidental and secondary to the residential use of the structure.
2. Must not change the character of the structure.
3. Must not use over 20% of the net building area of the structure in which the home occupation is to be located.
4. Must not offer or provide a service that would accommodate or attract more than five persons at one time.
5. Must not cause the outdoor storage of materials, supplies or equipment used in providing the service therein.
6. Must not use over one sign advertising the service provided within, of which the total square footage must not exceed four square feet.

Examples of home occupations include: office of a doctor, lawyer, counselor, or notary; dressmaker or tailor; musician; artist; CPA; bookkeeping; tutoring; hairdresser and beauty shops, and similar, uses which would have little to no impact to the neighborhood.

Dwelling, Multi-Family: a residential building consisting of five or more separate dwelling units, in one or more stories, under the same roof; commonly referred to as an “apartment building.”

Dwelling, Single Family, Detached: a residential building designed containing not more than one dwelling unit entirely surrounded by open space on the same lot.

Dwelling, Three Family (triplex): a detached residential building designed to contain three separate dwelling units under the same roof.

Dwelling, Two Family (duplex): a detached residential building designed to contain two separate dwelling units under the same roof.

Dwelling unit: one or more rooms in the same structure connected together and constituting a separate housekeeping unit for residential occupancy, by one family and having separate toilets and facilities for cooking and sleeping.

Dwelling, zero lot line: a detached or semi-attached single-family dwelling unit(s) which is (are) constructed against the lot line of one side of a lot, provided, however, that there shall be no windows, doors or other openings of any kind for human passage or visibility through such wall. This type dwelling is sometimes referred to as a court-garden house or patio house.

Easement: the right of a person, government agency, or public utility company to use public or private land owned by another for a specific purpose.

Eating and Drinking Establishments: facilities that prepare and sell food and beverages for immediate on- or off-site consumption. Facilities may include decks and patios for outdoor seating, drive-through facilities, areas for live entertainment or dancing, customer and employee parking areas, and valet parking facilities. Examples include: Bars and/or Cocktail Lounges, Pubs, Taverns, Nightclubs and Restaurants, as further defined below.

1. Restaurant, standard, with indoor and outdoor seating: an establishment whose principal business is the sale of food and beverages in a ready to consume state and whose principal method of operation includes one or more of the following characteristics: customers, normally provided with an individual menu, are served their food and beverages by a restaurant employee at the same table or counter at which food and beverages are consumed; a cafeteria type operation where food and beverages are generally consumed within the restaurant building. Such restaurants may also have carry-out services.
2. Restaurant, drive-thru: an establishment whose principal business is the sale of food and beverages (non-alcoholic) in a ready for consumption within the restaurant building, within a motor vehicle parked on the premises or off the premises as a carry-out order, and whose principal method of operation is for off-premises consumption.

Educational Facilities: public, private or denominational schools at the elementary, middle, high school or college level that provide state-mandated basic education or a comparable equivalent. Examples include: College or University, High School, Junior

High or Middle School, Elementary School and Trade, Vocational, Technical or Industrial School.

Emergency shelter/mission: a facility providing temporary housing for one or more individuals who are otherwise homeless.

Factory-built structure: any structure that is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. When designed for a long-term residential use these structures are identified and defined as either modular homes, mobile homes, or manufactured homes.

Family: one or more persons occupying a single dwelling unit and living as a single household unit. The term “family” shall not be construed to mean a fraternity, sorority, club, monastery, convent or institutional group.

Family Child Care: a private residence where care, protection, and supervision are provided, for a fee, at least twice a week to no more than five children at one time, including children of the adult provider.

Family child care home: a private residence where care, protection, and supervision are provided, for a fee, at least twice a week to no more than five children at one time, including children of the adult provider.

Farm: a ten-acre or larger tract of land used for the production, keeping or maintenance for sale or for lease, of plants and animals useful to man. Examples include: Forages and sod crops; Grains and seed crops; Dairy animals and products; Poultry, including egg production but excluding poultry processing; Livestock, such as beef cattle, sheep, goats, or any similar livestock, including the breeding and grazing of such animals but excluding meat processing; Nursery operations involving the raising of plants, shrubs and trees for sale and transplantation and including greenhouses and incidental sales of items customarily associated with a nursery operation; Forestry operations involving the operation of timber tracts, tree farms, forest nurseries, the gathering of forest products, or performing forest services, including temporary sawmills and chippers for cutting timber growth on the same premises but excluding lumber yards, mills, and similar activities; Bees and apiary products; Fisheries, excluding fish and seafood processing; Fruits and vegetables of all kinds, including growing and harvesting of such fruits and vegetables but excluding food processing.

Farm Support: a commercial establishment engaged in the sale of farm support goods and services. Examples include: the sale of feed, grains, fertilizers, pesticides, and similar support goods; the provision of warehousing and storage facilities for raw farm products; and the provision of veterinary services for large animals.

Flea market: an occasional or periodic sales activity held within a building, structure, or open area where groups of individual sellers offer goods, new and used, for sale to the public, not to include private garage sales.

Fraternity/Sorority House: the residence of a group of six or more persons, not related by blood, marriage, adoption or guardianship and living together as a single housekeeping unit. Such residence shall be distinguished from all other residences by the fact that all occupants are served meals from central cooking and eating facilities.

Front lot line: the front boundary of a lot bordering on the street and, in the case of a corner lot, may be either frontage.

Frontage: the length of any one property line of a premises, which property line abuts a legally accessible street right-of-way.

Funeral Home: a premises, structure or site used as a commercial establishment for the preparation of deceased humans for burial and/or for the conduction of funeral services prior to burial or other disposition of deceased human remains. Such premises, structure or site shall not be used for burial, prolonged storage or permanent disposition of deceased human remains.

Garage, public: a building designed and used for the storage of automotive vehicles operated as a business enterprise with a service charge or fee being paid to the owner or operator for the parking or storage of privately owned vehicles.

Garage, repair (see also Service station): a building designed and used for the storage, care, repair or refinishing of motor vehicles, including both minor and major mechanical overhauling, paint, and body work.

General Retail: retail sale, lease, or rent of new or used goods and services to the general public conducted within an enclosed building including but not limited to food sales. Examples include: Department Stores, Clothing Stores, Home Furnishings, Appliance Sales, Automotive Supply/Parts Stores, Gift Shops, Specialty Stores, Convenience Stores, Jewelry Stores, Cosmetic Sales, Package Liquor Stores, Tobacco Stores, Drug Stores, Variety Stores, and Concession Stands.

Government Facilities: buildings arranged for the purpose of providing for the general operations and functions of local, state, or federal governments; does not include jails or airports. Examples include: Government Offices, Post Offices, Public Safety (Fire, Law Enforcement and Emergency Medical Services) and Government Maintenance, Storage and Distribution Facilities.

Group Home: a residential facility for four or more handicapped or disabled persons, including resident staff, who live together as a single housekeeping unit under a common housekeeping management plan based on an intentionally structured, family-like relationship providing organization and stability. These types of facilities shall not include

Halfway house: a licensed home for inmates on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, wherein supervision, rehabilitation, and counseling are provided to mainstream residents back into society, enabling them to live independently.

Health club: health club means, but is not limited to, gymnasiums (except public), private clubs (athletic, health, or recreational), reducing salons, and weight control establishments.

Historic district: a geographically defined area possessing a significant concentration or continuity of landmarks, improvements, or landscape features united by historic events or by physical development, and which area has been designated as an historic landmark district; said district may have within its boundaries noncontributing buildings or other structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual character of the district.

Home health care center: any use conducted entirely within a dwelling where elderly or other individuals are provided minimal health care, lodging, meals and related services, and these services are provided by the owner and occupant of the dwelling.

Homeowners' association: a private, nonprofit corporation of homeowners for the purpose of owning, operating, and maintaining various common properties.

Hospital, small animal: an institution where sick or injured small animals of less than 150 pounds are given medical care, and in the course of the same are housed overnight, fed and provided with related services. Small animal hospitals should be considered general commercial type use.

Hotel (see also *Motel*): any building or portion thereof which contains at least 12 guestrooms intended for occupancy by individuals for compensation, whether paid directly or indirectly, and which is open to transient and/or permanent guests; the term includes motel.

Industrial, Heavy: heavy industry facilities involved in activities that may be considered noxious in terms of their impacts on surrounding uses due to noise, glare, dust, odor, or hazardous materials, their high incidence of rail or truck traffic, or outdoor storage of products, materials, or equipment. Examples include: Concrete batching and asphalt mixing; Fuel oil distributors; Production or fabrication of metals or metal products including enameling and galvanizing; Processing of food and related products (including seafood processing); Large-scale catering establishments; Sawmills; Woodworking, including cabinet makers and furniture manufacturing; Production of chemical, rubber, leather, clay, bone, plastic, stone, or glass materials or products; Clothing or textile manufacturing; Movie production facilities; Manufacture or assembly of equipment, instruments (including musical instruments), appliances, precision items, and other electrical items; Production of artwork and toys; and Sign making.

Industrial, Light: facilities engaged in the repair or servicing of industrial, business, or consumer machinery, equipment, products, or by-products mainly by providing centralized services for separate retail outlets. They also include uses focusing on prototype development, as well as contractors and building maintenance services and similar uses that perform services off-site. Examples include: Welding Shops; Machine Shops; Tool Repair Shops; Electric Motor Repair Shops; Scientific or Professional Instruments Repair Shops; Building, Heating, Plumbing and Electrical Contractors; Printing, Publishing and Lithography Services; Exterminators; Janitorial and Building Maintenance Services;

Research, Testing and Development Laboratories; Laundry, Dry-cleaning and Carpet cleaning Facilities; and Photo-finishing Laboratories.

Institutional and Health Care Facilities: buildings that house and care for the elderly or disabled, housing related to treatment programs, medical and surgical care/treatment facilities and laboratory services, and may provide overnight care as well as outpatient care. Examples include: Blood/Tissue Collection Facility; Drug or Alcohol Treatment Facility; Hospital; Medical or Dental Clinic; Medical or Dental Laboratory; Nursing Home; Outpatient Facility; Mental Health Treatment Facility; and Public Health Center.

Junk: old, dilapidated, scrap or abandoned metal, paper, building material and equipment, bottles, glass appliances.

Junkyard: an open area where wastes are used or secondhand materials are bought, sold, exchanged, stored, processed, or handled. [Such] materials shall include but are not limited to scrap iron and other metals, paper, rags, rubber tires, and bottles. Any automobile wrecking yard is also considered a junkyard.

Kennel: an establishment licensed to operate a facility housing dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business.

Kennel, private: any building or buildings or land designed or arranged for the care of dogs and cats belonging to the owner of the principal use, kept for purposes of show, hunting, or as pets.

Landfill: a disposal site employing an engineering method of disposing of solid wastes in a manner that minimizes environmental hazards by spreading, compacting to the smallest volume, and applying cover material over all exposed waste at the end of each operating day, which fully complies with all state and federal guidelines.

Laundry, self-service: a business that provides home-type washing, drying, and/or ironing machines for hire to be used by customers on the premises.

Life care facility (see also Congregate housing): A facility for the transitional residency of elderly and/or disabled persons, progressing from independent living in single-family units to congregate apartment living where residents share common meals and culminating in a full health and continuing care nursing home facility.

Lot: a parcel of land occupied, or intended to be occupied, by a building and its accessory buildings, or by group dwellings and their accessory buildings, together with such open spaces as are required, having at least the minimum area required for a lot in the zone in which such lot is located and having its principal frontage on a public street or public way.

Lot of record (see also lot): a lot whose existence, location, and dimensions have been legally recorded or registered in a deed or on a plat.

Lot, substandard: a lot or parcel of land that has less than the required minimum area or width as established by the zone in which it is located and provided that such lot or parcel

was of record as a legally created lot on January 3, 1992.

Manufactured Home: a factory-built, single-family structure transportable in one or more sections and which may not be built on a permanent chasis and is not constructed with a permanent hitch or other device allowing transport of the unit other than for the purpose of delivery to a permanent site. For purposes of this ordinance, a manufactured home includes modular homes and “Katrina Cottages” and shall be considered as a single-family detached dwelling that must meet all local code requirements for site-built homes. As defined by this ordinance, mobile homes are not included in the category of factory-built homes. Manufactured homes shall comply with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974 [42 USC 5401 et seq].

Manufacturing, Heavy: any business organized to do any type of manufacturing of items and goods for sale on the premises only which requires more than ten employees. Examples include: Aircraft—including parts; Apparel and other textile products; Automatic temperature controls; Automobile, trucks, trailers, and parts; Boat manufacture; Brick and structural tile; Building materials; Canning of food, beverages; Ceramic products; Cigarettes, cigars and other tobacco products; Communications equipment including radio and TV; Concrete and concrete products; Cotton gin; Cosmetics and toiletries; Cutlery, hand tools and general hardware; Cut stone and allied products; Electrical machinery, equipment and supplies; Engines and turbines; Fabricated metal products; Fan machinery and equipment; Food and kindred products (except meats); Furniture (wood and metal); Glass and glass products; Gum and wood chemicals; Hardwood flooring; Leather products; Luggage; Metal cans; Metal stamping; Millwork (wood); Motorcycle, bicycle; Musical instruments; Pharmaceutical products; Photographic equipment and supplies; Plastics products; Porcelain products; Silverware; Steel products; Toys; Wax products; Wire and cable; and Wood products.

Manufacturing, Light: any business organized to do any type of manufacturing of items and goods for sale on the premises only which requires not more than ten (10) employees and does not produce annoying or harmful by products including dust, odors, or noise. Examples include: Advertising displays; Bakery products; Beverage—Non-alcoholic; Bottling works for beverages; Book binding and tooling; Brooms and brushes; Candy and other confectionery products; Canvas products; Chewing gum; Costume jewelry and miscellaneous notions; Custom furniture making, cabinet shops; Dairy products; Dental equipment and supplies; Floor covering; Grain mill products; Ice; Knit and lace goods; Medical and other professional instruments; Printing or publishing; Watches, clocks, clockwork operated devices and parts; and Yarns and threads.

Mini-warehouse: (see *Self-service storage facility*).

Mobile Home: a detached unit for commercial, residential, or industrial purposes, designed for transportation after fabrication on streets or highways on its own wheels or on flatbed or other trailers and arriving at the site where it is to be occupied, complete and ready for occupancy or use except for minor incidental unpacking and assembly

separations, foundations, connections to utilities, and the like. A travel trailer is not to be considered as a mobile home.

Mobile home lot: a parcel of land for the placement of a single mobile home and the exclusive use of its occupants.

Mobile home park: any site, field or tract of land privately or publicly owned or operated, upon which two or more mobile homes used for living, eating or sleeping quarters are or are intended to be located; such establishments being open and designated to the public as places where temporary or semi-permanent residential accommodations are available whether operated for or without compensation.

Mobile home stand: that part of an individual lot which has been reserved for the placement of the mobile home, appurtenant structures or addition.

Mobile home subdivision: a subdivision designed with the special needs of mobile homes as the primary design element for size and shape of subdivision lots.

Motel (see also *Hotel*): a building or group of detached or connected buildings designed or used primarily for providing sleeping accommodations for automobile travelers and having a parking space adjacent to a sleeping room. An automobile court or a tourist court with more than one unit or a motor lodge shall be deemed a motel.

Neighborhood recreational facility: a piece of land used for and usually equipped with facilities for recreation especially by children.

Non-conforming building: any building that does not meet the limitations on building size and location on a lot, for the district in which such building is located, for the use to which such building is being put.

Nonconforming lot: any lot that does not meet minimum requirements of this ordinance which lawfully existed prior to its adoption, revision, or amendment.

Non-conforming use: a lawful use of land that does not comply with the use regulations for its zoning district but which complied with applicable regulations at the time the use was established.

Office: a building or portion of a building wherein services are performed involving predominantly administrative, professional, or clerical operations.

Open space: an area that is intended to provide light and air, and is designed for either environmental, scenic, or recreational purposes. Open space may include, but is not limited to, lawns, decorative planting, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, wooded areas, and watercourses. Open space shall not be deemed to include driveways, parking lots, or other surfaces designed or intended for vehicular travel.

Outdoor storage: the keeping, in an unroofed area, of any goods, junk, material, merchandise, or vehicles in the same place for more than 24 hours.

Park: any public or private land available for recreational, educational, cultural, or aesthetic use.

Parking Lots and Garages: an open area which provides freestanding parking lots and structures that are not accessory to a specific principal use. A fee may or may not be charged. A parking facility that provides both accessory parking for a specific principal use and regular fee parking for people not connected to the principal use. Examples include: Parking Deck; Parking Garage; and Parking Lot.

Parks and Recreation, Active: public parks and recreation land and facilities developed for active use by the general public, including playground activities, ball fields, tennis courts, swimming pools, golf courses, shuffleboard courts and other similar active recreational uses open to the general public, generally for no or a small fee. Clubhouses associated with these uses would be considered used for active recreational activities.

Parks and Recreation, Passive: passive recreation facilities developed for passive use by the general public, including hiking trails, exercise/fitness trails, walking paths, boardwalks, docks, piers, picnic areas, wildlife observation areas, and other similar active recreational uses open to the general public for no fee.

Payday Advance or Loan Business: means a business, other than a financial institution, with a primary business activity of making small consumer loans which are usually backed by post-dated check or authorization to make an electronic debit against an existing financial account, with loan repayment typically due when the borrower's next paycheck is issued in order to reclaim the postdated check or cancel the electronic debt.

Personal Care Home: a residential facility for four or more elderly persons, age 60 or older, within which are provided living and sleeping facilities, meal preparation, laundry services, room cleaning and limited medical assistance. Such facilities may also provide other services, such as transportation for routine social and medical appointments and counseling, and generally licensed by the state.

Personal Services: establishments primarily engaged in providing services involving the care of a person or his or her apparel. Examples include: Beauty Salons, Barber Shops, Tanning Salons, Spa Centers, Massage Facilities, Nail Salons, Aestheticians, Tailoring Services, Shoe Repair Shops, and Tattoo Shops.

Planned unit development: land under unified control to be planned and developed as a whole in a single development operation or a definitely programmed series of development operations or phases. A planned development includes principal and accessory structures and uses substantially related to the character and purposes of the planned development. A planned development is built according to general and detailed plans that include not only streets, utilities, lots and building location, and the like, but also site plans for all buildings as are intended to be located, constructed, used, and related to each other, and plans for other uses and improvements on the land as related to the buildings. A planned development includes a program for the provisions, operations, and maintenance of such areas, facilities, and improvements as will be for common use by some or all of the

occupants of the planned development district, but which will not be provided, operated, or maintained at general public expense.

Principal building: a structure or, where the context so indicates, a group of structures in or on which is conducted the principal use of the lot on which such structure is located.

Principal use: the main use of land or structures, as distinguished from a secondary or accessory use.

Print shop: a retail establishment that provides duplicating services using photocopy, blueprints, and offset printing equipment, including collating of booklets and reports.

Public building: a building that is governmentally owned, either by the federal, state, or local government, that provides services for all people, such as post offices, city halls and public schools.

Public Spaces: an open space area largely devoted to outdoor recreation and entertainment which tends to have few structures. Examples include parks, playgrounds, trails, paths and other recreational and open spaces, scenic and historic sites, and other places of special interest where the public is directly or indirectly invited to visit or permitted to gather. Examples include: Community Gardens; Cemetery, Columbarium or Mausoleum; Pocket Park/Passive Recreational Facilities; Public Square or Plaza; and Community or Farmers Market.

Recreation and Entertainment, Indoor: an establishment providing spectator, recreational entertainment or sporting activities to participants within an enclosed facility for a fee or admission price. Examples include: Auditoriums, Cinemas, Theaters, Skating Rinks, Bowling Alleys, Swimming Pools, Gymnastics and Dance Studios, Indoor Batting Cages, Clubhouses and Fitness/Exercise Centers.

Recreation and Entertainment, Outdoor: an establishment or area providing spectator, recreational entertainment or sporting activities to participants within an open or partially enclosed or screened facility for a fee or admission price. Examples include: Sporting Arenas, Amusement Parks, Zoo, Amphitheater, Drive-in Theater, Stadiums, Athletic Fields and Clubhouses, Water Parks, Golf Courses, Shooting/Archery Ranges, Swimming Pools, and Sports Complexes.

Recreational vehicle (RV) park: any lot of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

Recycling center: a building in which used material is separated and processed prior to shipment to others who will use those materials to manufacture new products.

Recycling collection point: an incidental use that serves as a neighborhood dropoff point for temporary storage of recoverable resources. No processing of such items would be allowed. This facility would generally be located in a shopping center parking lot or in other public/quasipublic areas, such as in churches and schools.

Recycling plant: a facility that is not a junkyard and in which recoverable resources such as newspapers, magazines, books, and other paper products, glass, metal cans, and other products are recycled, reprocessed, and treated to return such products to a condition in which they may again be used for production.

Research laboratory: a building or group of buildings in which are located facilities for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Right-of-way: a strip of land occupied or intended to be occupied by a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees, or other special use.

Road, private: a way open to vehicular ingress and egress established as a separate tract for the benefit of certain adjacent properties. This definition shall not apply to driveways.

Road, public (see also *Right-of-way*): all public property reserved or dedicated for street traffic.

Rooming House: a building that is the primary residence of the owner and in which rooms are provided by the owner, for compensation, to three, but not more than twelve, adult persons, not related by blood, marriage or adoption to the owner.

Satellite dish antenna: a device incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, cone, horn, or cornucopia. Such device shall be used to transmit and/or receive radio or electromagnetic waves between terrestrially and/or orbitally based uses. This definition is meant to include but not be limited to what are commonly referred to as satellite earth stations, TVROs (television reception only satellite dish antennas), and satellite microwave antennas.

School: a facility that provides a curriculum of elementary or secondary academic instruction, including kindergartens, elementary schools, junior high schools, and high schools.

Screening (see also *Buffer zone*): the method by which a view of one site from another adjacent site is shielded, concealed, or hidden. Screening techniques include fences, walls, hedges, berms, or other features.

Seating capacity: the actual seating capacity of an area based upon the number of seats or one seat per 18 inches of bench or pew length. For other areas where seats are not fixed, the seating capacity shall be determined as indicated by the Uniform Building Code.

Self-service station: an establishment where liquids used as motor fuels are stored and dispensed into the fuel tanks of motor vehicles by persons other than the service station attendant, and may include facilities available for the sale of other retail products.

Self-service storage facility: a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customer's goods or wares.

Semi-public building: a building owned by a nonprofit group or organization, but excluding clubs, sororities and fraternal organizations, which is used by select people, such as churches, private schools, and sanitariums.

Service station (see also *Garage, repair*): any premises where gasoline and other petroleum products are sold and/or light maintenance activities such as engine tune-ups, lubrications, minor repairs, and carburetor cleaning are conducted. Service stations shall not include premises where heavy automobile maintenance activities such as engine overhauls, automobile painting, and body fender work are conducted.

Setback: the minimum horizontal distance between the lot or property line and the nearest front, side, or rear line of the building, as the case may be, including terraces or other covered projection thereof, excluding steps.

Shopping center: A grouping of retail business and service uses on a single site with common parking facilities.

Site plan: a plan, prepared to scale, showing accurately and with complete dimensioning the boundaries of a site and the location of all buildings, structures, uses, and principal site development features proposed for a specific parcel of land.

Stable, private: an accessory building in which horses are kept for private use and not for remuneration, hire, or sale.

Stable, public: a building or land where animals are kept for remuneration, hire, sale, boarding, riding, or show.

Structure: any combination of materials, including buildings, constructed or erected, the use of which requires location on the ground or attachment to anything having location on the ground, including among other things signs and billboards, but not including telephone poles and overhead wires.

Subdivider: any person, individual, firm, partnership, association, corporation, estate or trust, or any other group acting as a unit, dividing or proposing to divide land so as to constitute a subdivision as defined herein.

Subdivision: a subdivision shall include all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale or building development, and shall include all divisions of land involving the dedication of a new street or a change in existing streets; provided, however, that the following shall not be subject to the subdivision rules and regulations of this municipality:

1. The division of land into parcels greater than five acres, and where no street right-of-way dedication is involved. Note: Any sale of any property in part, whether the resulting parcels are greater than or less than five acres, to which utilities are available shall not obligate the city to provide utilities in the future to the part sold, unless the same is approved by the city prior to the sale being consummated.
2. The public acquisition by purchase or dedication of parcels of land for the purpose of widening or opening any public streets or for making any other public improvements.

Trades and Skilled Services: those services that require skilled labor or craftsmanship for the repair and upkeep of structures and land. Examples include: Plumbing Services, Carpentry Services, Heating/Air Conditioning Services, Landscaping Services and General Construction.

Transportation: any area of land or water designed and set aside for the landing and take-off of aircraft, including all necessary facilities for the housing and maintenance of aircraft, as well as other forms of public transportation, such as buses or trains. Examples include: Airport/Heliport and Bus/Train Station or Depot.

Temporary use: a prospective use, intended for limited duration, to be located in a zoning district not permitting such use, and not continuing a nonconforming use or building.

Use: the purpose for which land or a building or other structure is designed, arranged or intended, or for which it is or may be occupied or maintained.

Utilities: facilities that provides public and private utility services to the private and public at large. Includes both major utilities, which are infrastructure services that provide regional or community-wide service, and minor utilities, which are infrastructure services that need to be located in or near the neighborhood or use type where the service is provided. Services may be publicly or privately provided and may include on-site personnel. Examples include: Water facilities; Sewer facilities; Gas distribution facilities; Electric transmission and distribution facilities; Telephone transmission and distribution facilities; Cable television transmission and distribution facilities; and Recycling Centers.

Variance: a relaxation by the board of adjustments and appeals of the dimensional regulations of this ordinance where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions or the situation of the applicant, a literal enforcement of this ordinance would result in unnecessary and undue hardship.

Vehicular Sales and Service: an establishment or land for the display, sale, leasing, repair or service of vehicles; recreational vehicle (RV) parks shall require a conditional use review. Examples include: Automobile Dealerships, new or used; Auto Painting and Body Shops; Auto Repair Shops; Auto Upholstery Shops; Auto Wrecker Services; Car Wash and Auto Detailing Shops; Taxicab Services; and Tire Sales and Service.

Visitor Accommodations and Services: facility that provide lodging units or rooms for short-term stays of less than 30 days for rent, lease, or interval occupancy. Accessory uses may include pools and other recreational facilities, limited storage, laundry facilities, gift shops, without a separate entrance, meeting facilities, offices, and parking. Examples include: Hotel, Motel, Inns, Ticket Sales, and Visitor Information Center.

Warehouse: a building used primarily for the storage of goods and materials.

Warehousing and Distribution: a place of business engaged in warehousing, wholesaling, distribution or storage services within a building. Examples include: Mini Storage, indoor

and outdoor; Self-Storage Facilities, indoor and outdoor; Moving and General Freight Storage; and Postal and Parcel Delivery Services.

Wholesale Services: establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional, or professional business users; or to other wholesalers. Examples include: Retail Wholesalers, Building Hardware, Restaurant Equipment, Office Suppliers, Special Trade Tool Suppliers, Janitorial Suppliers, and Store Fixture Sales.

Yard: an open space located on the same lot with a building, unoccupied and unobstructed from the ground up, except for accessory buildings or such projections as are expressly permitted in these regulations. The minimum depth or width of a yard shall consist of the horizontal distance between the lot line and the nearest point of the foundation wall of the main building.

1. *Front yard* (see also *Lot line, front*): a clear, unoccupied space on the same lot with a building, extending across the entire width of the lot and situated between the front line of the building and the front line of the lot.
2. *Rear yard:* a yard extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear yard depth shall be measured at right angles to the rear line of the lot.
3. *Side yard:* the yard lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of either of such front or rear yards, to the front or rear lot lines. Side yard width shall be measured at right angles to side lines of the lot.

Zero lot line: the location of a building on a lot in such a manner that one or more of the building's sides rests directly on a lot line.

Zone: a portion of the territory of the city, exclusive of streets, alleys, and other public ways, within which certain uses of land, premises, and buildings are not permitted and within which certain yards and open spaces are required and certain height limits are established for buildings.

Appendix A, Article VIII.

Sec. M. Schedule of use regulations.

1. *Purpose of article.* The purpose of this article is to present in summary tabular form the permitted uses and conditional uses in each of the City's zoning districts.

CHART OF PERMITTED USES

A Part of the Starkville Zoning Ordinance

The uses permitted in each of the zoning districts are listed in this chart in three categories: **Permitted uses.** The uses listed which are permitted by right are denoted by "P" on the chart.

Conditional uses. The uses listed which are declared to possess such characteristics of unique or special or special form that each specific use shall be considered on an individual

case-by-case analysis based on review criteria provided by separate ordinance. Conditional uses are denoted by a “C” on the chart.

Prohibited uses. A blank cell in the use chart indicates that the use type is prohibited in the corresponding zoning district.

NOTE: Please refer to Table 5 of the Form Based Code for land uses located within the Transect Districts.

SECTION III. INVALIDATION/SEVERABILITY

The requirements and provisions of this Ordinance are severable. If any article, section paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the Court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

SECTION IV. CONFLICTS

All Ordinances, parts of Ordinances or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be hereby repealed.

SECTION V. EFFECTIVE DATE

This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

The City Clerk is directed to post the Ordinance in three conspicuous public places, place the Ordinance on the City’s website and to publish the Ordinance one time in the Starkville Daily News, obtaining proof of publication thereof.

[Rest of this page intentionally left blank]

THE FOREGOING ORDINANCE, having first been reduced to writing, was proposed in a motion by Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be adopted. The vote being as follows:

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

ORDAINED AND ADOPTED, this the _____ day of _____, A.D., 20____, at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, Mississippi.

PARKER WISEMAN, Mayor
City of Starkville, Mississippi

MARKEETA OUTLAW, Clerk
City of Starkville, Mississippi

(SEAL)

24.

**A MOTION TO TABLE THE DISCUSSION AND CONSIDERATION OF
EVALUATING THE RFQ SUBMISSIONS AND SELECTING A FIRM TO ASSIST
THE CITY IN THE REDISTRICTING PROCESS**

There came for consideration the matter of the approval to table the discussion and consideration of evaluating the RFQ submissions and selecting a firm to assist the City in the redistricting process. After discussion and

Upon the motion of Alderman Jeremiah Dumas, duly second by Alderman Richard Corey, the Board voted as follows:

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

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

25.

A MOTION TO APPROVE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT PROPOSAL TO ASSIST THE CITY IN THE REDISTRICTING PROCESS IN AN AMOUNT NOT TO EXCEED \$10,000.00 INCLUDING AN AMENDING MOTION THAT ANY LEGAL FEES PAID TO THE CITY ATTORNEY ARE NOT SUBJECT TO THE CONTRACTUAL CAP AND THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT WILL PROVIDE THREE MAPS FOR THE BOARD'S CONSIDERATION

There came for consideration the matter of the approval Golden Triangle and Development District to assist the City in the redistricting process with amount not to exceed \$10, 000.00 amending motion that any legal fees not subject to the contractual cap and the Golden Triangle Planning and Development District will provide three maps for the Board's consideration.

After discussion and

Upon the motion of Alderman Sandra Sistrunk, duly second by Alderman Ben Carver, the Board voted as follows:

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

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

26.

A MOTION TO APPROVE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT PROPOSAL TO ASSIST THE CITY IN THE REDISTRICTING PROCESS WITH AN AMOUNT NOT TO EXCEED \$10,000.00.

There came for consideration the matter of the approval Golden Triangle and Development District proposal to assist the City in the redistricting process with amount not to exceed \$10,000.00 After discussion and

Upon the motion of Alderman Ben Carver, duly second by Alderman Eric Parker , the Board voted as follows:

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

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

27.

A MOTION TO APPROVE ORDINANCE NUMBER 2012-02 THE CITY'S OFFICIAL ZONING MAP AND AMEND THE CODE OF ORDINANCES BY ADOPTION OF FORM BASE CODE ENTITLED "DOWNTOWN/MSU CORRIDORS CODE" FOR AREAS WHICH INCLUDE PORTIONS OF MS HIGHWAY 182, MAIN STREET, UNIVERSITY DRIVE, LAMPKIN STREET AND RUSSELL STREET BASED ON FINDINGS OF FACT IN THE STAFF REPORT AND OTHER INFORMATION BEFORE THE BOARD TONIGHT, AND BASED ON THE BOARD'S OWN FAMILIARITY WITH THE AREA THAT THE CORRIDORS AFFECTED BY THIS ORDINANCE HAVE CHANGED TO SUCH AN EXTENT TO JUSTIFY THE PROPOSED REZONING AND THAT THERE IS A PUBLIC NEED FOR THE PROPOSED REZONING

There came for consideration the matter of the approval of Ordinance Number 2012-02 to amend the City's Official zoning map and Code of Ordinances by adoption of Form Base Code entitled Downtown/MSU Corridors Code for areas which include portions of MS Highway 182 Main Street, University Drive, Lampkin Street and Russell Street based on findings of fact in the staff report and other information before the Board tonight and based on the Board's own familiarity with the area that the corridors affected by this Ordinance have changed to such an extent to justify the proposed rezoning and that there is a public need for the proposed rezoning. After discussion and

Upon the motion of Alderman Richard Corey, duly second by Alderman Jeremiah Dumas , the Board voted as follows:

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

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

ORDINANCE NUMBER 2012- 02

AN ORDINANCE AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING THE CITY'S OFFICIAL ZONING MAP AND ADDING APPENDIX A, ARTICLE A. ZONING, ARTICLE VII, DISTRICT REGULATIONS, SECTION T, TRANSECT DISTRICTS, BY MEANS OF A PREPARED FORM BASED CODE ENTITLED "DOWNTOWN/MSU CORRIDORS CODE" FOR AREAS WHICH INCLUDE PORTIONS OF MS HIGHWAY 182, MAIN STREET, UNIVERSITY DRIVE, LAMPKIN STREET AND RUSSELL STREET, IN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

WHEREAS, the City of Starkville conducted a planning charrette to evaluate the benefits and advantages of a Form Based Code to connect the downtown area to the Mississippi State University campus; and

WHEREAS, the Mayor and Board of Aldermen contracted with PlaceMakers to draft a Form Based Code after advertisement and consideration of proposals submitted from a Request for Proposals seeking a consultant to draft such a code; and

WHEREAS, the Planning & Zoning Commission of the City of Starkville has held a public hearing and made a recommendation of adoption of the proposed Form Based Code; and

WHEREAS, the Mayor and Board of Aldermen having reviewed the recommendations of the Planning & Zoning Commission and their recommendations for approval of this Form Based Code also held a public hearing; and

WHEREAS, the Mayor and Board of Aldermen believe there is a need to enact a Form Based Code and that it is in the best interest of the City of Starkville to adopt a Form Based Code to encourage long-term, sustainable growth and development.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi as follows:

SECTION I. RECITALS

The foregoing recitals are true and correct, and included herein.

SECTION II. STATEMENT OF INTENT

The City of Starkville has been undergoing a rapid rate of growth and development in certain areas, such as the Cotton District and surrounding areas between downtown and the Mississippi State University campus, while some areas appear to show the beginnings of decline, such as some of the properties along the MS Highway 182 corridor. Beginning with a downtown planning charrette, the Mayor and Board of Aldermen determined that it would seek proposals to develop a form based code for the major roadway corridors connecting the downtown Starkville area to the Mississippi State University Campus, which include: MS Highway 182, Main Street, University Drive, Lampkin Street, and Russell Street. Most of these areas appear to be transitioning from single land uses to mixed land uses, especially with mixes of retail, restaurant, office and multi-family residential. Many properties located within the study area were not zoned appropriately, with most showing a commercial zoning classification on the City's Official Zoning Map, but with existing land uses which were more non-commercial in nature.

In order to address these inconsistencies, and to prepare for, manage and encourage future growth, the Mayor and Board of Aldermen retained the services of the PlaceMakers consulting firm to conduct a detailed study and draft a proposed form based code which is included within this ordinance. The form based code allows mixed uses in the designated "Transect Districts" which are normally not allowed in the City's standard zoning districts. The intent is to encourage dense, compact and orderly growth and to encourage redevelopment in areas needing an economic boost. The following form based code includes "Transect Districts" which will replace the underlying zoning classifications, provide specific land uses and design and development guidelines for developers and property owners.

[INSERT PLACEMAKERS “**DOWNTOWN/MSU CORRIDORS CODE**” HERE]

SECTION III. INVALIDATION/SEVERABILITY

The requirements and provisions of this Ordinance are severable. If any article, section paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the Court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

SECTION IV. CONFLICTS

All Ordinances, parts of Ordinances or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be hereby repealed.

SECTION V. EFFECTIVE DATE

This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

The City Clerk is directed to post the Ordinance in three conspicuous public places, place the Ordinance on the City’s website and to publish the Ordinance one time in the Starkville Daily News, obtaining proof of publication thereof.

THE FOREGOING ORDINANCE, having first been reduced to writing, was proposed in a motion by Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be adopted. The vote being as follows:

Ben Carver	Voted: _____
Richard Corey	Voted: _____
Jeremiah Dumas	Voted: _____
Eric Parker	Voted: _____
Roy A’. Perkins	Voted: _____

Sandra Sistrunk Voted: _____

Henry Vaughn, Sr. Voted: _____

ORDAINED AND ADOPTED, this the _____ day of _____, A.D., 2012,
at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of
Starkville, Oktibbeha County, Mississippi.

PARKER WISEMAN, Mayor
City of Starkville, Mississippi

MARKEETA OUTLAW, Clerk
City of Starkville, Mississippi

(SEAL)

BOARD BUSINESS

**STARKVILLE ELECTRIC GENERAL MANAGER TERRY KEMP AND IT
MANAGER JOEL CLEMENTS REPORTED ON THE INSTALLATION OF FIBER
AND THE TECHNOLOGY IMPLEMENTATION PLANS FOR THE CITY OF
STARKVILLE**

28.

**A MOTION TO ADD NORTHSIDE DRIVE DITCH TO THE LIST OF DRAINAGE
IMPROVEMENTS PROJECTS TO BE MADE FOR THE CAPITAL
IMPROVEMENTS PLANNED FOR 2012 TO BE PERFORMED AND
COMPLETED IN 2012.**

There came for consideration the matter of the approval to add Northside Drive Ditch to the list of Drainage Improvement Projects to be made for the Capital Improvement Projects for 2012 and that it is to be performed and completed in 2012. After discussion and

Upon the motion of Alderman Henry Vaughn, duly second by Alderman Roy A' Perkins , the Board voted as follows:

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

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

29.

A MOTION TO APPOINT MEMBERS OF THE SELECTION COMMITTEE TO EVALUATE THE RFPP PROPOSALS FOR THE PUBLIC/PRIVATE PARTNERSHIP FOR MUNICIPAL FACILITY PROJECTS FROM THE BOARD TO BE ALDERMEN SANDRA SISTRUNK, RICHARD COREY, AND JEREMIAH DUMAS

There came for consideration the matter of the approval to appoint members of the selection committee to evaluate the RFPP Proposals for the Public/Private Partnership for Municipal Facility Projects from the Board to be Aldermen Sandra Sistrunk, Richard Corey, and Jeremiah Dumas After discussion and

Upon the motion of Alderman Eric Parker , duly second by Alderman Sandra Sistrunk , the Board voted as follows:

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

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

30.

A MOTION TO AMEND THE AGENDA TO MOVE ITEM X-I TO ITEM X-H

There came for consideration the matter of the approval to amend the agenda to move Item X-I to Item X-H. After discussion and

Upon the motion of Alderman Sandra Sistrunk , duly second by Alderman Jeremiah Dumas, the Board voted as follows:

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

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

31.

A MOTION TO PURCHASE UP TO EIGHT IPADS FOR THE BOARD OF ALDERMEN TO ALLOW FOR PAPERLESS BOARD OF ALDERMEN MEETINGS IN AN AMOUNT NOT TO EXCEED \$6,000.00 FROM CONTINGENCY FUND

There came for consideration the matter of the approval to purchase up to eight IPADS for the Board of Aldermen to allow for paperless Board of Aldermen Meetings in an amount not to exceed \$6,000.00 from contingency funds. After discussion and

Upon the motion of Alderman Sandra Sistrunk , duly second by Alderman Jeremiah Dumas, the Board voted as follows:

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

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

Alderman Sistrunk and Alderman Vaughn exited the meeting at this time.

Doug Devlin reported on the current status of the efforts at remediation of the brown water issues throughout The City of Starkville.

Alderman Carver exited the meeting at this time.

32.

A MOTION TO APPROVE THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF JANUARY 12, 2012

There came for consideration the matter of the approval of the City of Starkville Claims Docket for the Fire Department as of January 12, 2012. After discussion and

Upon the motion of Alderman Jeremiah Dumas , duly second by Alderman Richard Corey, the Board voted as follows:

Alderman Ben Carver	Voted: <u>recusal</u>
Alderman Sandra Sistrunk	Voted: <u>Absent</u>

Alderman Eric Parker Voted: Yea
Alderman Richard Corey Voted: Yea
Alderman Jeremiah Dumas Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn Voted: Absent

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

FIRE DEPARTMENT CLAIMS
PERIOD ENDING JANUARY 12, 2012
DOCKET #01-17-12-B

FIRE DEPARTMENT	001-161	\$40,691.60
FIRE PREVENTION	001-162	\$ 0.00
FIRE TRAINING	001-163	\$6,390.00
FIRE COMMUNICATIONS	001-164	\$9,087.68
FIRE STATIONS & BLDGS	001-167	\$8,054.00
	TOTAL	\$64,223.32

33.

**A MOTION TO APPROVE OF TEMPORARY PAY INCREASES PER
PERSONNEL POLICY FOR FIRE DEPARTMENT EMPLOYEES ASSIGNED TO
TEMPORARY POSITIONS DUE TO RESIGNATION AND RETIREMENT**

There came for consideration the matter of the approval of temporary pay increases per personnel policy for Fire Department Employees assigned to temporary positions due to resignation and retirement. After discussion and

Upon the motion of Alderman Jeremiah Dumas, duly second by Alderman Richard Corey, the Board voted as follows:

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

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

Alderman Carver rejoins the meeting.

34.

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

There came for consideration the matter of the approval to enter into closed session to determine if there is proper cause for executive session. After discussion and

Upon the motion of Alderman Jeremiah Dumas , duly second by Alderman Richard Corey, the Board voted as follows:

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

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

35.

A MOTION DETERMINING THAT DISCUSSIONS REGARDING PROPERTY ACQUISITION IS PROPER CAUSE FOR EXECUTIVE SECTION

There came for consideration the matter of the approval determining that discussions regarding property acquisition for public utilities is proper cause for executive session. After discussion and

Upon the motion of Alderman Jeremiah Dumas , duly second by Alderman Richard Corey, the Board voted as follows:

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

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

36.

**A MOTION TO EXIT CLOSED DETERMINATION SESSION
AND TO ENTER
INTO EXECUTIVE SESSION TO DISCUSS PROPERTY ACQUISITION**

There came for consideration the matter of the approval to exit closed determination session and to enter into executive session to discuss property acquisition

After discussion and

Upon the motion of Alderman Jeremiah Dumas , duly seconded by Alderman Richard Corey, the Board voted as follows:

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

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

37.

**A MOTION AUTHORIZING CITY ATTORNEY CHRIS LATIMER TO ENTER
INTO SETTLEMENT NEGOTIATIONS WITH PRATE MONTGOMERY
REGARDING THE PENDING LAWSUIT**

There came for consideration the matter of the a pending lawsuit with Prate Montgomery, the Board authorized City Attorney Chris Latimer to enter into "Good Faith" settlement negotiations with Mr. Montgomery. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, the Board voted as follows:

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

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

38.

A MOTION TO AUTHORIZE CITY ATTORNEY CHRIS LATIMER TO INITIATE EMINENT DOMAIN PROCEEDINGS ON PARCEL #116-23.005.00 FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WATER LINE

There came for consideration the matter of the approval to authorize City Attorney Chris Latimer to initiate eminent domain proceedings 116-23-005.00 for the purpose of constructing and maintaining a water line.

After discussion and

Upon the motion of Alderman Jeremiah Dumas , duly second by Alderman Richard Corey, the Board voted as follows:

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

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

39.

A MOTION TO EXIT EXECUTIVE SESSION AND RETURN TO OPEN SESSION

There came for consideration the matter of the approval to exit Executive Session and return to open session.

After discussion and

Upon the motion of Alderman Jeremiah Dumas , duly second by Alderman Eric Parker, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Absent</u>
Alderman Sandra Sistrunk	Voted: <u>Absent</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>

Alderman Henry Vaughn Voted: Absent

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

40.

A MOTION TO ADJOURN

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to Adjourn the Meeting, the Board voted as follows:

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

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

The next meeting of the Mayor and Board will be held on February 7, 2012 at 5:30 p.m. in the Courtroom located in City Hall, 101 E. Lampkin Street.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2012.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR

(SEALED)