

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

**The City of Starkville, Mississippi
March 6, 2012**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 6, 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, Ben Carver, Eric Parker, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw. Absent was Alderman Richard Corey.

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

Mayor Parker Wiseman explained the removal of agenda item XI-E-1 regarding the emergency refurbishment of the SED unit 46 Digger Truck. SED General Manager was able to secure written quotes before the agenda deadline and another company was low bidder, see agenda item XI-E-2.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA

Alderman Jeremiah Dumas requested the following changes to the March 6, 2012 Official Agenda

Add to Consent Item IX-B approval of a Contract with Arnett Muldrow & Associates, LTD. to create a Redevelopment Authority for the City of Starkville with associated costs not to exceed \$15,000.00.

Add to Consent Item IX-C accepting the report from Ron Cossman of the Healthy Hometown Grant Committee provided an update on the grant activity on behalf of the City of Starkville, and approval of the four (4) grant recommendations from the Committee.

GRANT RECIPIENTS

- | | |
|---|------------------------------------|
| 1. Starkville in Motion (\$1,000) | 2. Armstrong Middle School (\$987) |
| 3. Starkville Boys & Girls Club (\$1,000) | 4. La Leche League (\$599) |

The Mississippi Department of Health has agreed to fund a series of Grant Writing Workshops in Starkville.

Add to Consent Item X-E approving the Special Event Permit for the Annual Cotton District Arts Festival Scheduled for Saturday, April 21, 2012, with requested Street closing (6am - 7pm) and in-kind services from the City of Starkville as presented.

Add to Consent Item XI-I-1 approving the authorization to advertise to fill the vacant position of Operator 2 in the Wastewater Division of the Public Services Department.

Add to Consent Item XI-I-3 approving the authorization to advertise to fill a vacant position of Foreman in the New Construction Rehab Division of the Public Services Department.

Add to Consent Item XI-I-4 approving the authorization to advertise to fill a vacant position of Foreman in the Wastewater Division of the Public Services Department.

Add to Consent Item XI-I-5 approval to hire Elizabeth Peacock, to fill the vacant cashier position in the Electric Department.

Alderman Roy A'. Perkins requested the following changes to the March 6, 2012 Official Agenda.

Remove from Official Agenda VII-A the Public Appearance by Maggie Bjorgum and Emilie Cravens of the Starkville Area Arts Council requesting Street Closing, In-Kind Services and a Special Event Permit for the Annual Cotton District Arts Festival Scheduled for Saturday, April 21, 2012 with the consent of the requesting party.

Add to Consent Item X-F approving the Amendment to the City of Starkville Code of Ordinances Chapter 30. Business. Article 11. Peddlers. Sec. 30-26 et seq. in order to come into conformance with the state statute regarding Transient Vendors (formerly Peddlers) and provide for additional locations for vending and additional hours of operation and other related matters as presented with changing section 30-31 from 30 minutes to 60 minutes.

Remove Item VIII-A the approval of the Public Hearing on the Amendment to the City of Starkville Code of Ordinances Chapter 30. Businesses. Article 11. Peddlers. Sec. 30-26 et seq. in order to come into conformance with the state statute regarding Transient Vendors (Formerly Peddlers) and provide for additional locations for vending and additional hours of operation and other related matters. (The Mayor asked the public for comments prior to adding item VIII-A to Consent). Mr Alvin Turner of ward 7 spoke at the Public Hearing.

Remove from Consent item XI-E-4 the approval for Mayor Wiseman and Electric Department General Manager Terry Kemp to attend the APPA Annual Meeting on June 16-20, 2012, in Seattle Washington.

1.

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

There came for consideration the matter of approving and adopting the March 6, 2012 Official Agenda of the Regular Meeting of the Mayor and Board of Alderman. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to approve the March 6, 2012 Official Agenda as revised, 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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

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

REGULAR MEETING OF TUESDAY, MARCH 6, 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**

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
 - A. APPROVAL OF THE CONSENT AGENDA

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

THERE ARE NO MINUTES FOR CONSIDERATION

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

INTRODUCTION OF NEW EMPLOYEES:

POLICE DEPARTMENT:

**NATHAN GEORGE
CHARLES HARDIN
AMBER HAYDEN
CHARLIE JONES
JOSEPH MILLER**

B. BOARD OF ALDERMEN COMMENTS:

ALDERMAN DUMAS WOULD LIKE TO THANK EVERYONE WHO MADE THE TOWN HALL TWITTER MEETING A SUCCESS.

ANNOUNCEMENT OF THE EMPLOYEE OF THE MONTH BY ALDERMAN CARVER:

DAVID LEAL – ELECTRIC DEPARTMENT

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PUBLIC APPEARANCE BY MAGGIE BJORGUM AND EMILIE CRAVENS OF THE STARKVILLE AREA ARTS COUNCIL REQUESTING A SPECIAL EVENT PERMIT FOR THE ANNUAL COTTON DISTRICT ARTS FESTIVAL SCHEDULED FOR SATURDAY, APRIL 21, 2012, REQUESTING STREET CLOSINGS AND IN-KIND SERVICES FROM THE CITY OF STARKVILLE.

B. REPORT BY KIMLEY-HORNE AND SSR ON THE RESULTS OF THE SOUTH MONTGOMERY TRAFFIC STUDY.

VIII. PUBLIC HEARING

A. THIRD PUBLIC HEARING ON THE AMENDMENT TO THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 30. BUSINESSES. ARTICLE 11. PEDDLERS. SEC. 30-26 ET SEQ. IN ORDER TO COME INTO CONFORMANCE WITH THE STATE STATUTE REGARDING TRANSIENT VENDORS (FORMERLY PEDDLERS) AND PROVIDE FOR ADDITIONAL LOCATIONS FOR VENDING AND ADDITIONAL HOURS OF OPERATION AND OTHER RELATED MATTERS.

IX. MAYOR'S BUSINESS

- ### A. CONSIDERATION OF THE APPROVAL OF AN ADVERTISEMENT IN THE NAACP FREEDOM AWARD BANQUET PROGRAM IN ACCORDANCE WITH THE AUTHORIZATION BY MISSISSIPPI CODE § 17-3-1.
- B. CONSIDERATION OF THE CONTRACT WITH ARNETT MULDROW & ASSOICATES, LTD. REGARDING THE CREATION OF A REDEVELOPMENT AUTHORITY FOR THE CITY OF STARKVILLE.
- C. REPORT FROM RON COSSMAN ON THE HEALTHY HOMETOWN COMMITTEE UPDATE ON THE GRANT ACTIVITY ON BEHALF OF THE CITY OF STARKVILLE AND APPROVAL OF THE FOUR (4) GRANT RECOMMENDATIONS FROM THE COMMITTEE.

X. BOARD BUSINESS

- ### A. CONSIDERATION OF A CONTRACT WITH GTPDD FOR THE DEVELOPMENT OF A REDISTRICTING PLAN FOR THE CITY OF STARKVILLE.
- ### B. CONSIDERATION OF THE APPROVAL OF A RESOLUTION WITH GTPDD FOR THE DEVELOPMENT OF A REDISTRICTING PLAN WITH PROPOSED GUIDELINES AND GOVERNING CRITERIA FOR THE CITY OF STARKVILLE.
- ### C. CONSIDERATION OF THE APPROVAL OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY FOR THE IMPROVEMENTS TO BE MADE IN THE CITY LIMITS ALONG BLACKJACK ROAD.
- ### D. CONSIDERATION OF ADVERTISING FOR THE LETTERS OF INTEREST FOR A VACANCY ON THE OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES FOR THE TERM ENDING 9-30-2015.
- E. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENT PERMIT FOR THE ANNUAL COTTON DISTRICT ARTS FESTIVAL SCHEDULED FOR SATURDAY, APRIL 21, 2012, WITH REQUESTED STREET CLOSINGS AND IN-KIND SERVICES FROM THE CITY OF STARKVILLE.
- F. CONSIDERATION OF THE AMENDMENT TO THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 30. BUSINESSES. ARTICLE 11. PEDDLERS. SEC. 30-26 ET SEQ. IN ORDER TO COME INTO CONFORMANCE WITH THE STATE STATUTE REGARDING TRANSIENT VENDORS (FORMERLY PEDDLERS) AND PROVIDE FOR ADDITIONAL LOCATIONS FOR VENDING AND ADDITIONAL HOURS OF OPERATION AND OTHER RELATED MATTERS.

XI. DEPARTMENT BUSINESS

- A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. BUILDING, CODES AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. OFFICE OF THE CITY CLERK

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

2. REQUEST CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE REMAINING DEPARTMENTS AS OF MARCH 1, 2012.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE EMERGENCY REFURBISHMENT OF THE SED UNIT 46, TEREX DIGGER TRUCK BY TEREX EQUIPMENT SERVICES.

2. REQUEST APPROVAL OF BEST BID FOR REFURBISHING THE SED UNIT 23, TECO BUCKET TRUCK BY REEVES AERIAL & UTILITY EQUIPMENT CO.

3. REQUEST APPROVAL TO ENTER INTO A CONSULTING AND RETAINER AGREEMENT WITH GARNER COMPUTER SERVICES FOR IT SUPPORT.

4. REQUEST APPROVAL FOR MAYOR WISEMAN AND TERRY KEMP TO ATTEND THE APPA ANNUAL MEETING JUNE 16-20 IN SEATTLE, WASHINGTON.

5. REQUEST AUTHORIZATION TO RENT A REPLACEMENT DIGGER TRUCK FROM TEREX WHILE SED UNIT IS BEING REFURBISHED.

F. ENGINEERING AND STREETS

1. REQUEST APPROVAL OF SAFE ROUTES TO SCHOOL (SRTS) PROJECT AND AUTHORIZATION TO ADVERTISE FOR BIDS.

G. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW FIRE INSPECTOR MARK MCCURDY TO TRAVEL TO EMMITSBURG, MARYLAND FROM APRIL 1- 6, 2012 TO ATTEND THE PERFORMANCE BASED DESIGNS CLASS AT THE NATIONAL FIRE ACADEMY AT A COST OF \$130.48 WITH ADVANCE TRAVEL REQUESTED.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE FOR OPERATOR 2 IN WASTEWATER DIVISION OF PUBLIC SERVICES DEPARTMENT.
2. REQUEST TO AMEND THE JOB DESCRIPTIONS FOR ALL SUPERVISORY POSITIONS IN THE WATER/SEWER DIVISION OF PUBLIC SERVICES AND THE NEW CONSTRUCTION/REHAB DIVISION OF PUBLIC SERVICES TO INCLUDE THE REQUIREMENT FOR ALL FUTURE HIRES OR PROMOTIONS TO THESE POSITIONS TO REQUIRE CERTIFICATION AS MDEQ OPERATOR II-C WITHIN ONE YEAR OF ENTRY IN THE POSITION.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR FOREMAN IN NEW CONSTRUCTION REHAB DIVISION OF PUBLIC SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR A FOREMAN IN WASTEWATER DIVISION OF PUBLIC SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE ELIZABETH C. PEACOCK AS A CASHIER IN THE ELECTRIC DEPARTMENT.

J. POLICE DEPARTMENT

- ### 1. REQUEST CONSIDERATION OF A CONTRACT WITH THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS FOR THE USE OF THE OKTIBBEHA COUNTY JAIL FOR CITY OF STARKVILLE PRISONERS.
- ### 2. REQUEST APPROVAL TO USE NORTH GREENVILLE FITNESS IN AN AMOUNT NOT TO EXCEED \$15,000 FOR ANNUAL POLICE FITNESS TESTING.
- ### 3. REQUEST APPROVAL TO AMEND THE AGREEMENT WITH CLAY COUNTY BOARD OF SUPERVISORS FOR THE USE OF JAIL SERVICES FOR CITY OF STARKVILLE PRISONERS TO REFLECT A REDUCTION IN THE GUARANTEED BED SPACE FROM 15 TO 7.

K. PUBLIC SERVICES

- ### 1. REQUEST APPROVAL TO ADVERTISE FOR BIDS TO SELL SCRAP WATER METERS AND SCRAP METAL.
- ### 2. REQUEST APPROVAL TO ADVERTISE FOR BIDS TO PURCHASE WATER PIPE, VALVES AND FITTINGS TO INSTALL A WATER LINE FOR FIRE PROTECTION IN THE ROCKHILL COMMUNITY.

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

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

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 20, 2012 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Bob Hall, at (662) 323-2525, ext. 132 at least forty-eight (48) hours in advance for any services requested.

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF AN ADVERTISEMENT IN THE NAACP FREEDOM AWARD BANQUET PROGRAM IN ACCORDANCE WITH THE AUTHORIZATION BY MISSISSIPPI CODE § 17-3-1.

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- C. CONSIDERATION OF THE APPROVAL OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY FOR THE IMPROVEMENTS TO BE MADE IN THE CITY LIMITS ALONG BLACKJACK ROAD.
- D. CONSIDERATION OF ADVERTISING FOR THE LETTERS OF INTEREST FOR A VACANCY ON THE OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES FOR THE TERM ENDING 9-30-2015.

XI. DEPARTMENT BUSINESS

- A. AIRPORT – NO ITEMS
- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
 - 1. REQUEST CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE REMAINING DEPARTMENTS AS OF MARCH 1, 2012.
- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT
 - 1. REQUEST AUTHORIZATION FOR THE EMERGENCY REFURBISHMENT OF THE SED UNIT 46, TEREX DIGGER TRUCK BY TEREX EQUIPMENT SERVICES.
 - 2. REQUEST APPROVAL OF BEST BID FOR REFURBISHING THE SED UNIT 23, TECO BUCKET TRUCK BY REEVES AERIAL & UTILITY EQUIPMENT CO.
 - 3. REQUEST APPROVAL TO ENTER INTO A CONSULTING AND RETAINER AGREEMENT WITH GARNER COMPUTER SERVICES FOR IT SUPPORT.
 - 4. REQUEST APPROVAL FOR MAYOR WISEMAN AND TERRY KEMP TO ATTEND THE APPA ANNUAL MEETING JUNE 16-20 IN SEATTLE, WASHINGTON.
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- F. ENGINEERING AND STREETS
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- G. FIRE DEPARTMENT
 - 1. REQUEST PERMISSION TO ALLOW FIRE INSPECTOR MARK MCCURDY TO TRAVEL TO EMMITSBURG, MARYLAND FROM APRIL 1- 6, 2012 TO ATTEND THE PERFORMANCE BASED DESIGNS CLASS AT THE NATIONAL FIRE ACADEMY AT A COST OF \$130.48 WITH ADVANCE TRAVEL REQUESTED.
- H. INFORMATION TECHNOLOGY – NO ITEMS
- I. PERSONNEL – NO ITEMS
- J. POLICE DEPARTMENT
 - 1. REQUEST CONSIDERATION OF A CONTRACT WITH THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS FOR THE USE OF THE OKTIBBEHA COUNTY JAIL FOR CITY OF STARKVILLE PRISONERS.

2. REQUEST APPROVAL TO USE NORTH GREENVILLE FITNESS IN AN AMOUNT NOT TO EXCEED \$15,000 FOR ANNUAL POLICE FITNESS TESTING.
 3. REQUEST APPROVAL TO AMEND THE AGREEMENT WITH CLAY COUNTY BOARD OF SUPERVISORS FOR THE USE OF JAIL SERVICES FOR CITY OF STARKVILLE PRISONERS TO REFLECT A REDUCTION IN THE GUARANTEED BED SPACE FROM 15 TO 7.
- K. PUBLIC SERVICES
1. REQUEST APPROVAL TO ADVERTISE FOR BIDS TO SELL SCRAP WATER METERS AND SCRAP METAL.
 2. REQUEST APPROVAL TO ADVERTISE FOR BIDS TO PURCHASE WATER PIPE, VALVES AND FITTINGS TO INSTALL A WATER LINE FOR FIRE PROTECTION IN THE ROCKHILL COMMUNITY.
- L. SANITATION DEPARTMENT – NO ITEMS

CONSENT ITEMS 2 - 21

2.

**APPROVAL OF THE PURCHASE OF AN HALF PAGE AD
IN THE 2012 NAACP FREEDOM AWARD BANQUET PROGRAM
BOOKLET IN THE AMOUNT OF \$60.00**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to purchase an half page ad in the 2012 NAACP Freedom Award Banquet Program Booklet in the amount of \$60.00," is enumerated, this consent item is thereby approved.

3.

**APPROVAL TO ACCEPT THE CONTRACT WITH ARNETT MULDROW &
ASSOCIATES, LTD, FOR THE CREATION OF A REDEVELOPMENT
AUTHORITY FOR THE CITY OF STARKVILLE NOT TO EXCEED \$15,000.**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to accept the contract with Arnett Muldrow & Associates, Ltd. for the creation of a Redevelopment Authority for the City of Starkville, in an amount not to exceed \$15,000.00," is enumerated, this consent item is thereby approved.

AGREEMENT FOR PLANNING SERVICES

THIS AGREEMENT is entered into between The City of Starkville, Mississippi (Client) and Arnett Muldrow & Associates Ltd. (Planner), for the following reasons:

1. The Client intends to explore the creation of a Redevelopment Authority for the City of Starkville; and
2. The Client requires certain planning, economic development, marketing and urban planning services in connection with the Project (Services); and,
3. The Planner is prepared to provide the Services.

In consideration of the promises contained in this Agreement, the Client and the Planner agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Mississippi.

ARTICLE 3 - SCOPE OF SERVICES

The Planner shall provide the Services described in Attachment A, Request for Proposals and Attachment B: Scope of Services included herewith and made part of this agreement.

ARTICLE 4 - SCHEDULE

The Planner shall exercise its reasonable efforts to perform the Services according to the Schedule set forth in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

The Client shall pay The Planner in accordance with Attachment B, Scope of Services.

Invoices shall be due and payable upon receipt. The Client shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal

ARTICLE 6-CLIENT'S RESPONSIBILITIES

The Client shall be responsible for all matters described as Client responsibilities in Attachment B, Scope of Services.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Planner's fee for the Services, and in consideration of the promises contained in this Agreement, The Client and The Planner agree to allocate and limit such liabilities in accordance with this Article. Indemnification. The Planner agrees to indemnify and hold harmless the Client and its successors and assigns, from and against any and all claims, demands, actions, charges, losses, liabilities, judgments, damages, and expenses, (including, specifically, the Client's reasonable attorneys' fees)(collectively "Claims") to the extent such Claims are caused by the Planner's willful or intentional misconduct, negligent acts, errors, or

omissions arising out of its performance of the Services. In the event Claims are caused by the joint or concurrent negligence of The Planner and The Client, they shall be borne by each party in proportion to its own negligence. Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, The Planner shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

The Planner shall, upon written request, furnish the Client certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the Client.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the Planner has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, The Planner's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Planner. The Planner does not guarantee that proposals, bids, or actual Project costs will not vary from The Planner's cost estimates or that actual schedules will not vary from The Planner's projected schedules.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, The documents, drawings, and specifications prepared by the Planner and furnished to

the Client as part of the Services shall become the property of the Client; provided, however, that the Planner shall have the unrestricted right to their use in marketing material. The Planner shall assign Copyright of all final design material developed for this project to the Client. The Planner shall retain its copyright and ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Planner.

ARTICLE 13 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Client may terminate or suspend performance of this Agreement for the Client's convenience upon written notice to the Planner. The Planner shall terminate or suspend performance of the Services on a schedule acceptable to the Client, and the Client shall pay the Planner for all the Services that have been performed in accordance with this Agreement as of the date of termination or suspension. Upon restart of suspended Services, an equitable adjustment shall be made to the Planner's compensation and the Project schedule.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither the Client nor The Planner shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts,

work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Client or the Planner under this Agreement. The Planner shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 15 RELATIONSHIP OF PARTIES

The Planner and the Client hereby agree that their relationship is that of independent contractors, and nothing in this Agreement shall create nor be deemed to create a joint venture, partnership, principal/agent, employer/employee, or any other form of relationship other than that of independent contractors.

ARTICLE 16-NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

The Client:

Mr. Parker Wiseman, Mayor
City of Starkville
101 Lampkin St.
Starkville, Mississippi 39759
Phone: 662-323-4583
Email: p.wiseman@cityofstarkville.org

The Planner:

Arnett Muldrow & Associates, Ltd.
Tripp Muldrow, AICP
President

Post Office Box 4151
Greenville, SC 29608
Phone 864-233-0950
Email: tripp@arnettmuldrow.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Client and the Planner.

ARTICLE 17-DISPUTES

In the event of a dispute between the Client and The Planner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in a court of competent jurisdiction in the State of Mississippi.

During the pendency of any dispute, work stop would occur until all disputes were resolved.

ARTICLE 18-WAIVER

A waiver by either the Client or the Planner of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void

provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 20 - INTEGRATION

This Agreement, including Attachment A incorporated by this reference, represents the entire and integrated agreement between the Client and The Planner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The Client and the Planner each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors,

permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 22 - ASSIGNMENT

Neither the Client nor the Planner shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, The Planner may assign its rights to payment without the Client's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the Planner from engaging independent consultants, associates, and subcontractors to assist in the performance of the services.

ARTICLE 23 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of the Client and the Planner. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and the Planner.

IN WITNESS WHEREOF, the Client and the Planner have executed this Agreement.

The City of Starkville
(The Client)

By _____

Title _____

Date _____

Arnett Muldrow & Associates, Ltd.
(The Planner)

By _____

Title President

Date _____

4.

**APPROVAL OF GRANTS SUBMITTED FOR FUNDING AS
RECOMMENDED BY THE HEALTHY STARKVILLE
GRANT COMMITTEE IN THE AMOUNT OF \$3,586**

STARKVILLE IN MOTION - \$1,000
STARKVILLE BOYS & GIRLS CLUB - \$1,000
ARMSTRONG MIDDLE SCHOOL - \$987
LA LECHE LEAGUE OF STARKVILLE/COLUMBUS - \$599

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of Grants submitted for funding as recommended by the Healthy Starkville Grant Committee in the amount of \$3,586.00;

1. Starkville in Motion - \$1,000.00
2. Starkville Boys & Girls Club - \$1,000.00
3. Armstrong Middle School - \$987.00
4. La Leche League of Starkville/Columbus \$599.00"

is enumerated, this consent item is thereby approved.

5.

**APPROVAL TO ACCEPT THE CONTRACT WITH GTPDD FOR THE
REDISTRICTING SERVICES FOR THE CITY OF STARKVILLE
IN AN AMOUNT NOT TO EXCEED \$10,000.00**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to accept the contract with Golden Triangle Planning and Development District for the Redistricting Services for the City of Starkville, in an amount not to exceed \$10,000.00," is enumerated, this consent item is thereby approved.

GTPDD CONTRACT
NO.
CITY OF STARKVILLE
REAPPORTIONING

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the ____ day of _____ 2012, by and
between

the CITY OF STARKVILLE, MISSISSIPPI, (herein called the "Local Government") and the GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (herein called the "GTPDD") WITNESSETH THAT:

WHEREAS, the Local Government desires to engage the GTPDD to render certain technical or professional services, hereafter described:

NOW, WHEREFORE, the parties hereto do mutually agree as follows:

1. Employment of GTPDD

The Local Government hereby agrees to engage the GTPDD and the GTPDD hereby agrees to provide the services hereinafter described.

2. Scope of Services

The GTPDD will furnish all personnel to perform the services described in the "Scope of Services," which is attached hereto and made a part hereof by reference.

3. Period of Performance

The GTPDD will undertake performance of the services referred to in "Scope of Services," with the period beginning upon approval by the Local Government and will continue such services until the plan has received final approval by the Department of Justice or until such time that all legal action has been exhausted.

GTPDD CONTRACT
NO.

4. Termination for Convenience of the GTPDD

The GTPDD may terminate this Contract at any time by giving written notice to the Local Government of such termination. If this Contract is terminated by the GTPDD as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the GTPDD which are directly attributable to the services covered by this Contract.

5. Termination for Convenience of the Local Government

The Local Government may terminate this Contract at any time by giving written notice to the GTPDD of such termination. If this Contract is terminated by the Local Government as provided herein, the GTPDD will be reimbursed equal to work performed by the GTPDD which is directly attributable to the services covered by this Contract.

6. Changes

This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of the Local Government's contribution, shall be incorporated in written amendments to this Contract.

7. Interest of Members of Local Government

No officer, member, or employee of the Local Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

8. Compensation

The work compensation covers up to three alternate plans, in a maximum of three separate sessions with the Board, for a fixed price of \$6,000. Each additional plan, beyond the original three plans, will have a cost of additional \$2,500.

Clerical
Copying

No Charge
No Charge

In State Travel

No Additional Charge
GTPDD CONTRACT
NO.

9. Local Government Cooperation

The Local Government hereby agrees that its officials and employees will cooperate with the GTPDD in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. The Local Government shall make available to the GTPDD or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

10. Products of this Contract

It is understood and acknowledged by the Local Government that the GTPDD shall retain ownership of all work products it develops as necessary to produce the items which the GTPDD is required to produce for the Local Government under this Agreement. Such work products shall include, but shall not necessarily be limited to, computer disks, research materials, working papers and other internal documents. The Local Government shall have full right and title to all products delivered to the Local Government by the Planning District under this Agreement.

GTPDD CONTRACT
NO.

IN WITNESS WHEREOF, the GTPDD and the Local Government have executed this Agreement as of this date first above written.

ATTEST: _____

GOLDEN TRIANGLE PLANNING
AND DEVELOPMENT DISTRICT

L. "Rudy" JOHNSON
EXECUTIVE DIRECTOR

ATTEST: _____

CITY OF STARKVILLE, MISSISSIPPI

PARKER WISEMAN, MAYOR

GTPDD CONTRACT
NO.

EXHIBIT A
SCOPE OF
SERVICES

Golden Triangle Planning and Development District (hereinafter called GTPDD) shall prepare a districting plan for the City of Starkville.

The proposed plan shall meet the requirements of Section 5 of the Voting Rights Act of 1965 and the State of Mississippi. The GTPDD shall perform all tasks necessary for the development of a districting plan working closely with the Board of Aldermen and the City Attorney. GTPDD shall present the proposed districting plan(s) at all necessary public hearings.

Upon completion of the proposed plan it will be turned over to the City Attorney for submission to the Justice Department. The GTPDD shall work with the Justice Department to answer any questions and shall serve as a liaison between the City and the Justice Department. A detailed breakdown of proposed services are as follows:

PHASE I

Determine if Reapportioning is Needed

- Obtain existing ward lines from the City
- Place city district lines on GTPDD's Geographic Information System (Computerized Mapping System)
- GTPDD reviews ward boundaries and demographics to determine population variance by ward
- If the variance is higher than that allowed by Department of Justice (no more than 10% variance top to bottom) then reapportioning is needed

Cost Phase I: No Charge for this Service

PHASE II

Initiate Reapportioning Effort

Begin the Project

- GTPDD will meet with the Board of Aldermen and explain reapportioning procedure
- Develop criteria, acceptable to the Board based on the Department of Justice guidelines, to guide reapportioning process
- Develop resolution establishing reapportioning guidelines
- Determine which wards require major changes

Citizen Participation

- GTPDD will explain Department of Justice requirements
- Provide public hearing notices
- GTPDD will assist in holding public hearings
- Record and document citizen participation to comply with Department of Justice (DOJ) regulations

Re-Draw District Boundaries

- Discuss possibilities of potential change with the Board of Aldermen
- Based on the city's needs, begin changing district lines on GTPDD's GIS computerized mapping system
- Develop a proposed plan to comply with one-person, one-vote principle, Department of Justice and State regulations
- Present proposal to the Board
- Hold public hearing
- Assist the City with adoption of the plan in accordance with all applicable regulations

Submission of Proposal to Department of Justice

- Develop checklist for the City Attorney
- Work with City Attorney on submittal procedure
- Provide required attachments
- Review submittal document for adequacy
- Assist attorney in submitting proposed plan to Department of Justice for review
- Answer questions and provide additional information to DOJ regarding submittal

Preclearance of Plan (Approval) from Department of Justice

- DOJ has 60 days to review submittal document
- Approval is automatic if not acted on by DOJ within 60 days
- If substantial questions are asked by DOJ, the "Clock" is extended 60 additional days
- Maximum time for review by DOJ is 120 days

PHASE III

Court Action (If Necessary)

- Defend reapportioning plan
- Provide information requested by court
- Testify as expert witness for the City, utilizing hourly charge as agreed upon by both the parties
- Work with City Attorney to assist in litigation.

6.

APPROVAL OF A RESOLUTION WITH GTPDD FOR THE DEVELOPMENT OF A REDISTRICTING PLAN WITH PROPOSED GUIDELINES AND GOVERNING CRITERIA FOR THE CITY OF STARKVILLE

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the Resolution with Golden Triangle Planning and Development District (GTPDD)," is enumerated, this consent item is thereby approved.

RESOLUTION STATING
THE GUIDELINES AND CRITERIA
GOVERNING THE PROPOSED BOUNDARY CHANGES
FOR WARDS IN THE CITY OF STARKVILLE

WHEREAS, the City of Starkville, Mississippi intends to adopt a plan to assure that its election boundaries are in compliance with the U.S. Department of Justice regulations, and

WHEREAS, the City of Starkville, Mississippi intends to assure that there is not a dilution of the minority voting strength in the city, and

Whereas, the City of Starkville, Mississippi intends to assure one-man, one vote in future elections,

NOW, THEREFORE, BE IT RESOLVED, that the City of Starkville and the Board of Alderman adopt the following guidelines and criteria in the redistricting of its ward boundaries:

1. The difference in the population between the least populous and the most populous districts shall not exceed ten *percent* (10%) of the ideal population for all districts (one man one vote).
2. The proposed plan shall be established in a manner that insures fair and effective representation of all minority groups residing in the city in compliance with Sections 2 and 5 of the Voting Rights Act and all other applicable federal and state laws.
3. District lines shall keep intact communities with established ties of common interest and association, whether historical, racial, economic, ethnic, religious or other.
4. Each district shall be contiguous.
5. Each district shall be as compact as possible.
6. Each district shall follow natural geographic boundaries, where possible.
7. Incumbents shall be separated into individual districts to the extent practicable, but only if such action does not affect adherence to the primary criteria stated herein.
8. Public input will be considered by the Board in development of the final plan.

Dated this the 6th day of March, 2012.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Mayor, City of Starkville

ATTEST:

By _____

7.

**APPROVAL OF THE INTERLOCAL AGREEMENT WITH MISSISSIPPI
STATE UNIVERSITY AND OKTIBBEHA COUNTY FOR STREET
IMPROVEMENTS ASSOCIATED WITH THE "BLACKJACK ROAD"
PROJECT WITHIN THE CITY LIMITS OF STARKVILLE, MISSISSIPPI**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda,

and to accept items for Consent, whereby the "approval of the Interlocal Agreement with Mississippi State University and Oktibbeha County for Street Improvements associated with the "Blackjack Road" Project within the city limits of Starkville, Mississippi," is enumerated, this consent item is thereby approved.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

MISSISSIPPI STATE UNIVERSITY

AND

**STARKVILLE, MISSISSIPPI AND OKTIBBEHA COUNTY, MISSISSIPPI FEDERAL
AID PROJECT NO.TIP-0500-00(010)**

This **INTERLOCAL COOPERATIVE AGREEMENT** (this "Agreement") is executed by and between **MISSISSIPPI STATE UNIVERSITY** (the "University"), and **STARKVILLE, MISSISSIPPI AND OKTIBBEHA COUNTY, MISSISSIPPI** (the "City/County"), a body politic of the State of Mississippi, effective as of the _____ day of _____, 2012

WITNESSETH:

WHEREAS, Mississippi Code Annotated§ 17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

WHEREAS, the City/County is a code charter municipality and is authorized to enter into this Agreement pursuant to Mississippi Code Annotated§ 17-13-7 and it may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

WHEREAS, MSU represents it is independently authorized to perform those functions or services contemplated by this Agreement; and

WHEREAS, the City/County and MSU desire to enter into an Interlocal Agreement for the purpose of constructing "Blackjack Road"; and

WHEREAS, the University has on its schedule of construction, a project to design and construct a road, "Blackjack Road", and

WHEREAS, the University reasonably estimates that the total cost of constructing the Highway Project will be \$900,000.00; and

WHEREAS, the City/County has determined that it is in the best interest of the City/County to take such action as may reasonably be necessary to facilitate and accelerate the construction of the Blackjack Road Project as this project will improve the roadway conditions; and

WHEREAS, the University and the City/County have found that the construction of the Blackjack Road Project is feasible, beneficial, and within the financial resources of both the City/County and the University, and will be of benefit both the City/County and University and, in turn, the general public; and

WHEREAS, the University and the City/County desire to work in coordination and cooperation with each other in a government-to-government relationship for the benefit of both parties; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the University and the City/County do hereby agree as follows:

I. PURPOSE

The purpose of this Cooperative Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the University and the City/County with respect to their joint and cooperative efforts to provide for the completion of the Blackjack Road Project, which is located within the corporate boundaries of the City/County.

The University proposes to construct the Blackjack Road Project with federal funds. The University will oversee all aspects of the construction of the project.

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

The City/County does not assume jurisdiction or responsibility for the Blackjack Road Project.

A separate entity or administrative body is not created under the Cooperative Agreement.

A. The University hereby covenants, warrants and agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.
2. To complete design plans for the Project. This will include all outstanding activities and documents normally associated with design of a federal aid road project.
3. To provide construction management for the Project.
4. To proceed with the advertisement, receipt of bids, and opening of bids and award of contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the University.
6. To comply, in the conduct of this Highway Project, with the provisions of Title VI of the 1964 Civil Rights Act.
8. To manage the engineering, bid and construction process in a manner that furthers the purpose of this Agreement which is the construction of the Project as expeditiously as practical.

B. The City/County hereby covenants, warrants and agrees as follows:

1. The City/County shall assist the University in every reasonable and appropriate manner in providing the University with financial, statistical and other records and reports as may be requested or required by state and federal regulations and guidelines.

III. AMENDMENTS

This Cooperative Agreement may be amended in writing as mutually agreed upon by the parties.

IV. DISPOSITION OF PROPERTY

Throughout the operation of this Cooperative Agreement and following its expiration, all property attendant to the Blackjack Road Project shall remain the property of the original owner.

V. SEVERABILITY

Should any provision of this Cooperative Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Cooperative Agreement shall remain in full force and effect.

VI. AUTHORITY

Authority for this Agreement has been granted by the Mississippi State Legislature pursuant to Sections of the Code.

SO EXECUTED AND AGREED THIS _____ DAY OF _____, 2012 .

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____

Mark Keenum, President

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Parker Wiseman, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____

Marvell Howard, County Board President

Signature page of the Interlocal Cooperative Agreement between the Mississippi Transportation Commission and Starkville, Mississippi

STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY
FEDERAL AID PROJECT NO. TIP-0500-00(010)**

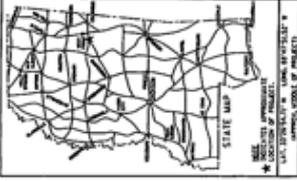
RESURFACING OF BLACKJACK ROAD FROM
LOCKLEY WAY TO OHTOC ROAD

OHTIBBEHA COUNTY

FMS CON 104857602000

E.O.P. STA. 9+00.00

E.O.P. STA. 41+13.60



DESIGN SPEED	45 MPH - 4 LANE DIVISION
DESIGN LIFE	20 YEARS
DESIGN TRAFFIC VOLUME	AD (LBS) = 2,000,000; AD (LBS) = 2,000,000
DESIGN PERCENTAGE OF TRAFFIC	AD (LBS) = 100,000; AD (LBS) = 100,000
DESIGN PERCENTAGE OF TRAFFIC	AD (LBS) = 100,000; AD (LBS) = 100,000
DESIGN PERCENTAGE OF TRAFFIC	AD (LBS) = 100,000; AD (LBS) = 100,000
DESIGN PERCENTAGE OF TRAFFIC	AD (LBS) = 100,000; AD (LBS) = 100,000



SCALE
PLAN 1" = 40 FT.; 1" = 40 FT.
PROFILE 1" = 10 FT.; 1" = 10 FT.
LAYOUT 1" = 100 FT.

BRIDGE STRUCTURES REVD.
N/A

BOX BRIDGES REVD.
N/A

CONVENTIONAL SYMBOLS



EQUATIONS
NONE

LENGTH DATA

1.00	0.00	10
1.00	0.00	10
1.00	0.00	10
1.00	0.00	10

EXCEPTIONS
NONE

GRADE OF EXISTING
GRADE OF PROPOSED
GRADE OF ADJACENT
GRADE OF RIGHT-OF-WAY

DESIGNER	DATE
CHECKED	DATE
APPROVED	DATE
TITLE	DATE
TOTAL NUMBER OF SHEETS	DATE
NUMBER OF SHEETS	DATE
DATE OF PREPARATION	DATE
DATE OF REVISION	DATE
DATE OF REVISION	DATE
DATE OF REVISION	DATE

OHTIBBEHA COUNTY

TIP-0500-00(010)LPA

1

8. APPROVAL TO ADVERTISE FOR LETTERS OF INTEREST FOR THE VACANT POSITION ON THE OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES FOR THE TERM ENDING SEPTEMBER 30, 2015

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of advertising for Letters of Interest for the vacant position on the Oktibbeha County Library Board of Trustees for the term ending September 30, 2015," is enumerated, this consent item is thereby approved.

9. APPROVAL OF A SPECIAL EVENT PERMIT, STREET CLOSURES (6AM - 7PM), AND IN-KIND SERVICES IN THE AMOUNT OF \$5,967.64 AS REQUESTED BY THE STARKVILLE AREA ARTS COUNCIL FOR THE ANNUAL COTTON DISTRICT ARTS FESTIVAL SCHEDULED FOR SATURDAY, APRIL 21, 2012

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of a Special Event Permit, Street Closures (6am - 7pm), and In-Kind Services in the amount of \$5,967.64 as requested by the Starkville Area Arts Council for the annual Cotton District Arts Festival scheduled for Saturday, April 21, 2012," is enumerated, this consent item is thereby approved.

Estimated Costs for City's In-Kind Services

Police Department	\$3,200.00
Sanitation & Environmental Services	\$1,465.00
Electric Department	\$1,237.64
Fire Department	\$ 65.00
TOTAL	\$5,967.64

10. APPROVAL TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 30 BUSINESSES. ARTICLE 11. PEDDLERS. SEC 30-26 ET SEQ. IN ORDER TO COME INTO CONFORMANCE WITH THE STATE STATUTE REGARDING TRANSIENT VENDORS (FORMERLY PEDDLERS) AND PROVIDE FOR ADDITIONAL LOCATIONS FOR VENDING AND ADDITIONAL HOURS OF OPERATION AND OTHER RELATED MATTERS

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to amend the City of Starkville Code of Ordinances, Chapter 30 Businesses. Article 11. Peddlers. Sec. 30-26 et seq. in order to come into conformance with the state statute regarding Transient Vendors (Formerly Peddlers) and provide for additional locations for vending and additional hours of operation and other related matters," is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE ORDINANCE 2012-4

ORDINANCE AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 30 BUSINESSES. ARTICLE 11. PEDDLERS. SEC 30-26 ET SEQ. TO CONFORM WITH THE STATE OF MISSISSIPPI'S TRANSIENT VENDOR STATUTE, AND TO PROVIDE FOR ADDITIONAL LOCATIONS FOR VENDING AND ADDITIONAL HOURS OF OPERATION, AND OTHER RELATED MATTERS.

ARTICLE II. - TRANSIENT VENDORS ^[29]

⁽²⁹⁾ **Cross reference**— Streets, sidewalks and other public places, ch. 98.

⁽²⁹⁾ **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

DIVISION 1. - GENERALLY

DIVISION 2. - LICENSE

DIVISION 1. - GENERALLY

[Sec. 30-26. - Definitions.](#)

[Sec. 30-27. - Exceptions to article.](#)

[Sec. 30-28. - Refusing to leave.](#)

[Sec. 30-29. - Entrance to premises restricted.](#)

[Sec. 30-30. - Misrepresentations concerning goods or services.](#)

[Sec. 30-31. - Hours of business.](#)

[Sec. 30-32. - Activity in roadways.](#)

[Secs. 30-33—30-45. - Reserved.](#)

Sec. 30-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) "Person" means an individual, corporation, association, partnership or other entity.
- (b) "Transient vendor" means any person who transacts transient business in this state either in one locality or by traveling from place to place in this state. The term includes a vendor who for the purposes of carrying on such business hires, leases, uses or occupies any building, structure, motor vehicle, railroad car or real property.
- (c) "Transient business" means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six (6) months in each year, even though the owner of such business may conduct the business at another location for more than six (6) months in each year.
- (d) "Door to Door Sales" means any activity that includes entering upon private property and solicitation through individual contact or activity where the seller initiates the contact with the buyer on the prospective buyer's private property.

Cross reference— Definitions generally, § 1-2. **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-27. - Exceptions to article.

- (1) The provisions of this chapter shall not apply to:
 - (a) Civic and nonprofit organizations or wholesale sales to retail merchants by commercial

travelers;

(b) Wholesale trade shows or conventions;

(c) Sales of goods, wares, services or merchandise by sample, catalogue or brochure for future delivery;

(d) Fairs and convention center activities conducted primarily for amusement or entertainment;

(e) Any general sale, fair, circus, auction or bazaar sponsored by a church or religious organization;

(f) Garage sales held on premises devoted to residential use;

(g) Sales or repairs of crafts or sales or repairs of items made by hand by the person making the crafts or items;

(h) Duly licensed flea markets operating from a fixed location;

(i) Sales of agricultural, dairy, poultry, seafood or forest management products or services related to forest management or silvicultural activities, nursery products, foliage plants or ornamental trees, except such products or services sold at retail and not grown or produced within Mississippi;

(j) Sales of agricultural services.

(2) A transient vendor not otherwise exempted from this chapter is not exempted from this chapter because of a temporary association with a local dealer, auctioneer, trader, contractor or merchant, or by conducting the transient business in connection with or in the name of any local dealer, auctioneer, trader, contractor or merchant.

(Code 1977, § 19-2)

Sec. 30-28. - Refusing to leave.

Any transient vendor who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the premises and not return thereto shall be deemed guilty of a misdemeanor.

(Code 1977, § 19-3)

Sec. 30-29. - Entrance to premises restricted.

It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville.

(Code 1977, § 19-4) **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-30. - Misrepresentations concerning goods or services.

It shall be unlawful for any transient vendor to make false or fraudulent statements concerning the quality or nature of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

(Code 1977, § 19-5)

Sec. 30-31. – Locations and Hours of business:

It shall be unlawful for any Transient Vendor at any time to engage in the business of door to door sales in any residential neighborhoods. Transient Vendors are allowed in areas of higher density Residential zoning, R-3 through R-5; commercial zoning and in form based code transect areas, T-4, T-5 and T-6. Transient vendors shall not conduct business in any areas

from the hours of 1:00 A.M. to 6:00 A.M. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 60 minutes.

(Code 1977, § 19-6)

Sec. 30-32. - Activity in roadways.

It shall be unlawful for any person to peddle any goods, wares, merchandise or services, or to solicit any contributions of any kind for any charitable, educational or other purpose, while standing in or upon any public roadway. Transient Vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient Vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24 hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the Board of Aldermen from the time of setup for the approved special event to the time of conclusion of the special event.

(Code 1977, § 19-7) **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Secs. 30-33. – Signage Authorized

Transient Vendors are authorized to utilize signage that is approved for the district in which they are authorized to conduct business. Any free-standing signage will be removed at the end of the business day and may not remain after the time of the authorized permit period has expired.

(Code 2009, Appendix A-Zoning Art. VI. §C)

Secs. 30.34—30-45. - Reserved.

DIVISION 2. - LICENSE

[Sec. 30-46. - License required](#)

[Sec. 30-47. -License fee; bond requirements](#)

[Sec. 30-48. – Application for license.](#)

[Sec. 30-50. - Giving false information on application.](#)

[Sec. 30-51. -Registered Agent](#)

[Sec. 30-55. - Contents.](#)

[Sec. 30-56. - Record.](#)

[Sec. 30-57. - Disposition of receipts.](#)

[Sec. 30-58. - Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales](#)

[Sec. 30-59. -Issuance of license; validity of license; renewal of license](#)

[Sec. 30-60. - Revocation.](#)

[Sec. 30-61. - Appeals.](#)

[Sec. 30-63. - Altering prohibited.](#)

[Sec. 30-64– – Penalties](#)

[Secs. 30-65---30-90 Reserved.](#)

Sec. 30-46. - License required.

A transient vendor may not transact business in the City of Starkville unless the vendor, and the owner of the merchandise or provider of the services to be offered if the merchandise is not owned or the services are not provided by the vendor, has secured a license in accordance with this chapter and otherwise complied with this chapter.

Cross reference— Local privilege taxes, § 102-26 et seq. **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-47. - License fee; bond requirements

(1) Each applicant for a transient vendor license shall pay a license fee of One Hundred Dollars (\$100.00) with the application, which fee shall be deposited in the general fund of the City. The applicant shall also execute a cash bond or a surety bond issued by a corporate surety authorized to do business in the State of Mississippi in an amount that is the lesser of either Two Thousand Dollars (\$2,000.00) or five percent (5%) of the wholesale value of any merchandise or service to be offered for sale by the applicant. The surety bond shall be issued in favor of the City of Starkville and shall be conditioned upon payment of: (a) all taxes due from the applicant to the state or to a political subdivision of the state; (b) any fines assessed against the applicant or the applicant's agents or employees for a violation of this chapter; and (c) any judgment rendered against the applicant or the applicant's agents or employees in a cause of action commenced by a purchaser of merchandise or services not later than one (1) year after the date the merchandise or services were sold by the applicant.

(2) The transient vendor shall maintain the bond during the period that the vendor conducts business in the City of Starkville and for a period of one (1) year after the termination of the business. After the transient vendor furnishes satisfactory proof to the City Clerk that the vendor has satisfied all claims of purchasers of merchandise from or services offered by the vendor and that all sales taxes and other applicable taxes have been paid, the bond shall be released.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-48. – Application for license.

1. Applicants for transient vendor licenses shall file with the City Clerk a sworn application giving the following information:

- (a) The name and permanent address of the transient vendor making the application and some form of identification;
- (b) A statement describing the kind of business to be conducted, the length of time for which the applicant desires to transact the business, and the proposed location of the business;
- (c) The name and permanent address of the applicant's registered agent or office; and
- (d) Proof that the applicant has acquired all other required city, county and state permits and licenses. Such proof shall include a Mississippi sales tax number and, if the transient vendor desires to transact business in a municipality, such number shall include such municipality's sales tax diversion code.
- (e) If the applicant is an association or a corporation, the applicant must also include the names and addresses of the members of the association or the officers of the corporation. If the applicant is a corporation, the application must state the date of incorporation and the state in which it was incorporated. If the applicant is a corporation organized under the laws of another state, the applicant must state the date on which the corporation qualified to transact business as a foreign corporation in this state.
- (f) If a vehicle is to be used, a description of such vehicle, together with the license number, copy of the driver's license or other means of identification.
- (g) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any city ordinance, the nature of the offense and the punishment or penalty assessed therefore.
- (h) Transient Vendors or vendors selling prepared food must have the required licenses from the applicable state or local entity for such activity.

2. The City Clerk shall obtain the necessary forms from the State Tax Commission and shall use same.

(Code 1977, § 19-21) **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-51. - Registered agent.

(1) Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.

(2) The City Clerk shall maintain an alphabetical list of all transient vendors in the municipality and the names and addresses of their registered agents.

(3) If a transient vendor who does business in a municipality fails to have or to maintain a registered agent or if the designated registered agent cannot be found at the stated permanent address, the City Clerk is the agent of the transient vendor for service of process, notices or demands. Service on the City Clerk is made by delivering to that office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the City Clerk, one (1) copy shall immediately be forwarded by registered or certified mail to the permanent address of the transient vendor.

(4) This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-55. - Contents.

Every license issued under this division shall contain the signature and seal of the City Clerk and shall show the name and address of the licensee, the class of permit and license issued and the kind of goods to be sold thereunder, the date of issuance and the length of time such license shall be operative.

(Code 1977, § 19-28)

Sec. 30-56. - Record.

The city clerk shall keep a permanent record of all licenses issued under the provisions of this division.

(Code 1977, § 19-29)

Sec. 30-57. - Disposition of receipts.

The taxes and penalties collected under this division shall be paid into the city general fund in the same manner as other taxes collected by the city clerk.

(Code 1977, § 19-36)

Sec. 30-58. - Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales

While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers, at the time of payment, receipts for purchases that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers not less than one (1) inch in height. The transient vendor shall keep a running total of sales.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-59. Issuance of license; validity of license; renewal of license

(1) The City Clerk shall issue a transient vendor license under this chapter only if all requirements of this chapter have been met. The license is not transferable and is valid only within the territorial limits of the municipality. A license expires ninety (90) days after the day of issuance.

(2) A license may be renewed on payment of a Twenty-five Dollar (\$25.00) renewal fee and filing for renewal with the City Clerk's office before the expiration of the current license. A license may be renewed only one (1) time after which a licensee must once again purchase a new license pursuant to the provisions of Section 75-85-13, Mississippi Code of 1972 and the City of Starkville Code of Ordinances.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-60. - Revocation.

Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor.

(Code 1977, § 19-34)

Sec. 30-61. - Appeals.

Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within 10 calendar days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.

(Code 1977, § 19-35)

Sec. 30-63. - Altering prohibited.

It shall be unlawful for any person to alter or deface any license issued pursuant to this division.

(Code 1977, § 19-32)

Sec. 30-64.- Penalties

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this chapter or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this chapter shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00) or be imprisoned for not more than six (6) months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the City Clerk may seize and sell any property of the person liable for the tax and penalty in the same manner as property of taxpayers delinquent for the payment of ad valorem taxes due on personal property may be distrained and sold.

(MCA 1972, § 75-85-19.Penalties)

Secs. 30-65—30-90. - Reserved.

11.

**APPROVAL OF CLAIMS DOCKET #03-06-12-A
FOR THE CITY OF STARKVILLE CLAIMS THROUGH
MARCH 1, 2012 IN THE AMOUNT OF \$3,836,366.57 IN
ACCORDANCE WITH SECTION 17-3-1 OF THE MISSISSIPPI CODE
OF 1972, ANNOTATED EXCLUDING FIRE DEPARTMENT CLAIMS**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of Claims Docket #03-06-12-A for the City of Starkville Claims through March

1, 2012 in the amount of \$3,836,366.57 in accordance with section 17-3-1 of the Mississippi Code of 1972, annotated, excluding Fire Department Claims," is enumerated, this consent item is thereby approved.

CLAIMS DOCKET
03-06-12-A
MARCH 1, 2012

General Fund	001	\$320,475.57
Restricted Police Fund	002	0.00
Restricted Fire Fund	003	0.00
Airport Fund	015	1,029.28
Sanitation	022	19,574.14
Landfill	023	12,509.39
Computer Assessments	107	3,827.97
City Bond and Interest	202	0.00
2009 Road Maint. Bond	304	11,914.77
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	8,329.00
Water/Sewer	400	136,335.90
Vehicle Maintenance	500	8,287.42
Hotel/Motel	610	5,163.31
2% (VCC, EDA, MSU)	630	32,612.10
Electric		3,276,307.72
TOTAL CLAIMS		\$3,836,366.57

12.

APPROVAL TO ACCEPT THE DETERMINED LOWEST AND BEST ESTIMATE SUBMITTED BY REEVES AERIAL & UTILITY EQUIPMENT COMPANY, INC. TO REFURBISH A 75' TECO BUCKET TRUCK (SED UNIT 23) AT AN ESTIMATED COST OF \$26,285.00

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to accept the determined lowest and best estimate submitted by Reeves Aerial & Utility Equipment Company, Inc. to refurbish a 75' TECO Bucket Truck (SED Unit 23) at an estimated cost of \$26,285.00, " is enumerated, this consent item is thereby approved.

NAME	ESTIMATE AMT	APPARENT BEST EST
Southeast Regional Utility Equipment	29,500.00	
Reeves Aerial & Utility Equipment Co.	26,285.00	Apparent Best Estimate

13.

APPROVAL AUTHORIZING A CONSULTING AND RETAINER AGREEMENT WITH GARNER COMPUTER SERVICES FOR IT SUPPORT

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of a Consulting and Retainer Agreement with Garner Computer Services for IT Support," is enumerated, this consent item is thereby approved.

CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of _____ 2012, by and between _____ and Stacy Garner of Garner Computer Services, of 133 Elm Cove, Columbus, MS, 39701.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant".

Consultant has a background in Network, Communication and Fiber Optics and is willing to provide services to Client based on this background. Client remains responsible for all of their decisions.

Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on _____ 2012, Consultant will provide the following services (collectively, the "Services"): Assist Client as they seek to accomplish any of the following:

LAN\WAN Network Support, Communication, Consulting & Design for Structural Cabling & Outside Plant (OSP) Systems including CAT5/6, FiberOptics, Wireless and Telephony. System design includes hardware & procedure recommendations, "As-Built" and Change Management documentation for Fiber Optic Network (FON). Services are billed at rate schedule.

- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.
- 3. RETAINER/PAYMENT.** Client will pay a retainer to Consultant for the Services in the amount of \$500.00/month. This fee shall be invoiced per year and payable in 12 installments due at beginning of each service month. This retainer is non-refundable. Consultant shall bill first to the retainer. Upon depletion of retainer per month, Client shall pay additional fees, if any, upon presentation of a billing statement by Consultant. Rates are determined by the attached 'Rate Schedule.'
- 4. EXPENSE REIMBURSEMENT.** Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses: travel expenses.
- 5. SUPPORT SERVICES.** Client will provide the following support services for the benefit of Consultant: Provide all documents and information necessary to support LAN\WAN & FON.
- 6. TERM/TERMINATION.** This Agreement shall terminate automatically I year from the effective date of this agreement. The client may terminate for convenience within the I year term.
- 7. RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.
- 8. EMPLOYEES.** Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.
- 9. CONFIDENTIALITY.** Client recognizes that Consultant has and will have the following information:
- business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
- 10. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
- 11. RETURN OF RECORDS.** Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.
- 12. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Client:

IF for Consultant:
Garner Computer Services, Attn: Stacy Garner, 133 Elm Cove, Columbus, MS 39701

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

- 13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 14. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 15. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 17. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Mississippi.

Party receiving services:

By: _____

Party providing services: Garner Computer Services

By: _____

Stacy Garner - Consultant

Date:

CONSULTING & RETAINER RATE SCHEDULE

The rates below shall be referred to as the "Rate Schedule". This Rate Schedule is made effective as of _____ 2012, by and between _____ and Garner Computer Services. Rates are quoted on single quantity with additional discounts available per job based on quantity. Rates are subject to change with minimal 30 days written notice.

1. Consulting:
\$150.00/hr

2. LAN\WAN, Telphony:
\$90.00/hr

3. PC\Application\General:
\$65.00/hr

4. Fiber Splice\Pigtail Termination:
\$35/splice

5. Fiber OTDR Testing:
\$20/splice (written report)
\$10/splice (no-written report; quick test)

6. Fiber Cable Prep:
\$175 per OPGW Cable
\$125 per ADSS Cable

7. Fiber Enclosure\Terminal Prep:
\$250 per Aerial enclosure (re-entry)
\$100 per Aerial enclosure (new)
\$100 per Pedestal enclosure (re-entry)
\$75 per Pedestal enclosure (new)
\$75 per Wall\Rack terminal

8. Travel
Standard IRS mileage rate

Party receiving services:

By: _____

Party providing services: Garner Computer Service

By: _____

Stacy Garner - Consultant

14.

APPROVAL AUTHORIZING SED TO RENT A COMMANDER 4047 DIGGER DERRICK TRUCK FROM TEREX

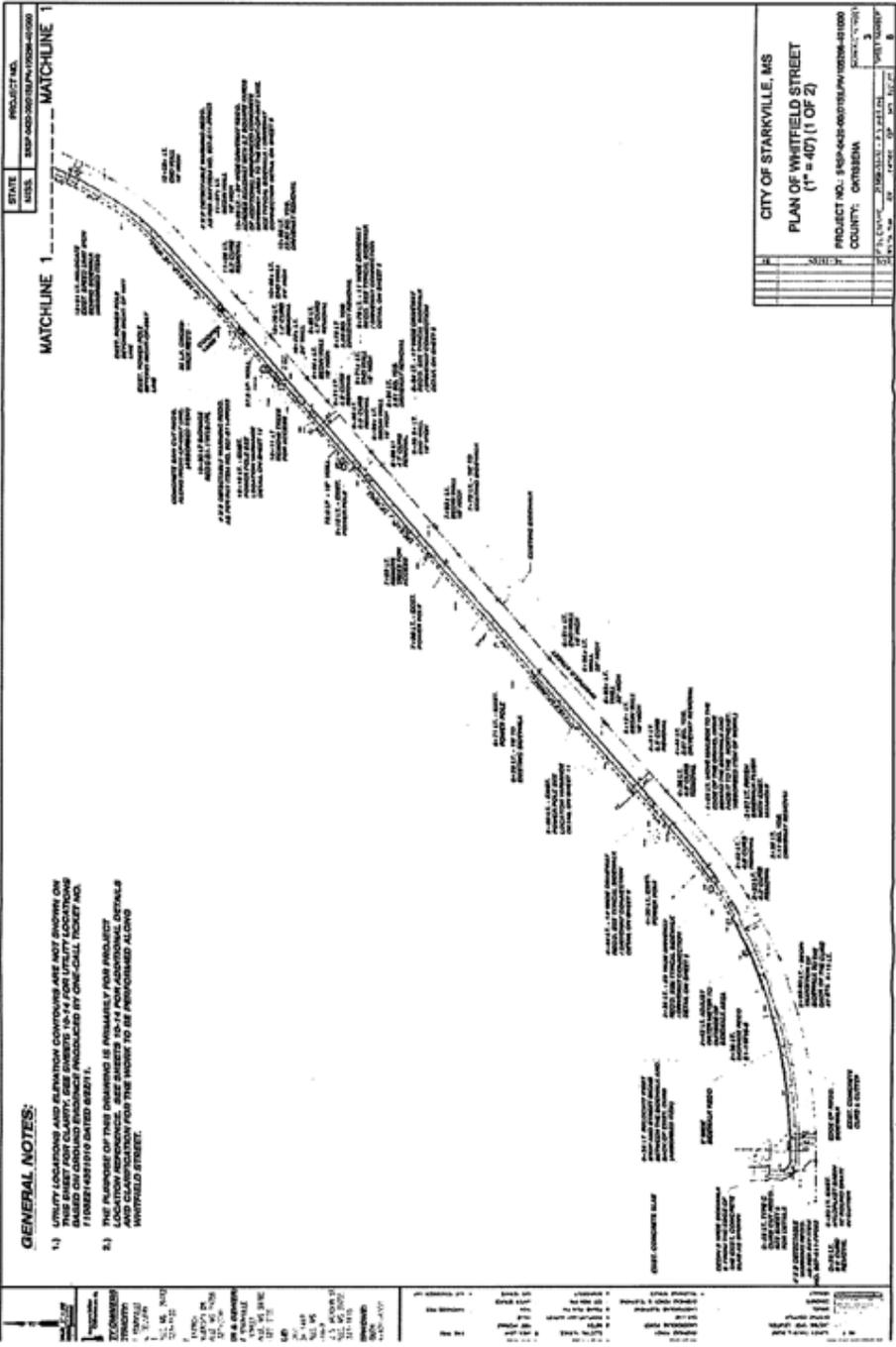
Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval authorizing SED to rent a Commander 4047 Digger Derrick Truck from Terex while SED unit 46 is being refurbished," is enumerated, this consent item is thereby approved.

15.

**APPROVAL OF THE SAFE ROUTES TO SCHOOL PROJECT, AND
AUTHORIZATION TO ADVERTISE FOR BIDS**

FEDERAL AID PROJECT NO. SRSP-0420-00(015)LPA/105296-401000

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the Safe Routes to School Project with authorization to advertise for bids," is enumerated, this consent item is thereby approved.



STATE MISSISSIPPI PROJECT NO. 502-402-0001(1) (1 OF 2)

SCALE 1" = 40'

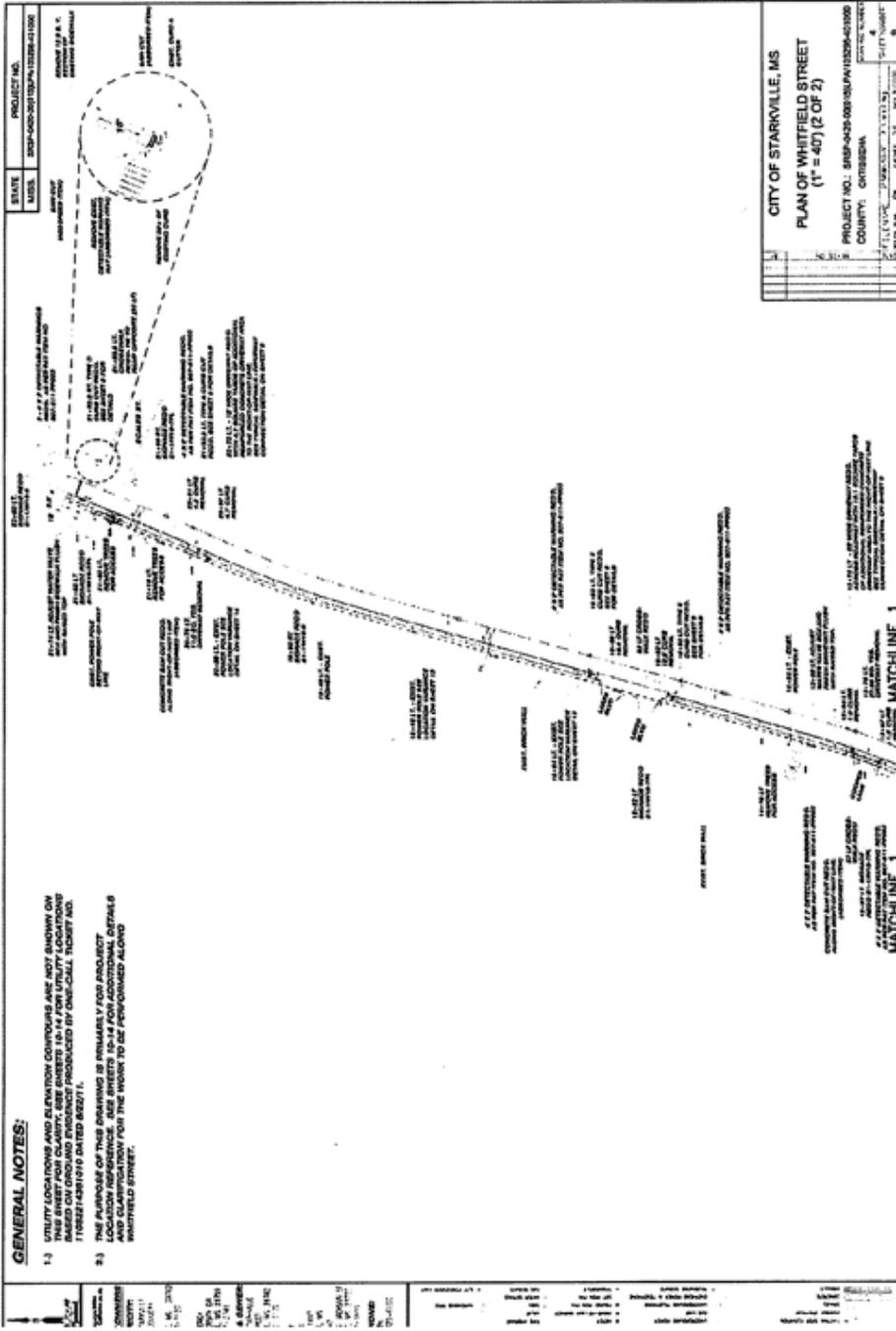
MATCHLINE 1

MATCHLINE 1

- GENERAL NOTES:**
- UTILITY LOCATIONS AND ELEVATIONS CONTAINED ARE NOT SHOWN ON THIS SHEET FOR CLARITY. SEE SHEETS 15-14 FOR UTILITY LOCATIONS AND ELEVATIONS. THIS SHEET IS PRODUCED BY ONE-CALL TICKET NO. 1108214821910 DATED 8/20/11.
 - THE PURPOSE OF THIS DRAWING IS PRIMARILY FOR PRODUCT LOCATION AND CONFORMANCE. SEE SHEETS 15-14 FOR ADDITIONAL DETAILS AND CLARIFICATION FOR THE WORK TO BE PERFORMED ALONG WHITFIELD STREET.

CITY OF STARKVILLE, MS
 PLAN OF WHITFIELD STREET
 (1" = 40') (1 OF 2)
 PROJECT NO.: 502-402-0001(1) (1 OF 2)
 COUNTY: OXBOW
 DATE: 8/20/11
 DRAWN BY: J. L. BROWN
 CHECKED BY: J. L. BROWN
 APPROVED BY: J. L. BROWN

NO.	DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	ISSUED FOR PERMIT	8/20/11	J. L. BROWN	J. L. BROWN	J. L. BROWN
2	ISSUED FOR CONSTRUCTION	8/20/11	J. L. BROWN	J. L. BROWN	J. L. BROWN
3	ISSUED FOR AS-BUILT	8/20/11	J. L. BROWN	J. L. BROWN	J. L. BROWN



GENERAL NOTES:

1) UTILITY LOCATIONS AND EASEMENT CORNERS ARE NOT SHOWN ON THIS SHEET FOR CLARITY. SEE SHEETS 10-14 FOR UTILITY LOCATIONS BASED ON GROUND EVIDENCE PRODUCED BY ONE-CHILL TERRY CO. 7/19/87 (4/28/1974 DATED 8/22/71).

2) THE PURPOSE OF THIS DRAWING IS PRIMARILY FOR PROJECT INFORMATION AND CLARIFICATION FOR THE WORK TO BE PERFORMED ALONG WHITFIELD STREET.

DATE: 10/15/88
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

CITY OF STARKVILLE, MS
PLAN OF WHITFIELD STREET
 (1" = 40') (2 OF 2)

PROJECT NO.: 888-408-000/04/10286-41000
 COUNTY: OSWEGO
 DATE: 10/15/88

MATCHLINE 1
 MATCHLINE 2

CITY OF STARKVILLE
Federal Aid Project No. SRSF-0420-00(015)LP/105296-401000
SAFE ROUTES TO SCHOOL

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PARTICIPATING ITEMS					
201-A001	CLEARING AND GRUBBING	1	LS	\$7,500.00	\$7,500.00
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	\$3,000.00	\$3,000.00
202-B018	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	80	SY	\$7.50	\$600.00
202-B035	REMOVAL OF CONCRETE SIDEWALK	13	SY	\$10.00	\$130.00
202-B094	REMOVAL OF CURB &/OR CURB AND GUTTER, ALL TYPES	151	LF	\$5.00	\$755.00
203-G004	EXCESS EXCAVATION, LVM, AH	600	CY	\$12.50	\$7,500.00
209-A003	GEOTEXTILE STABILIZATION, TYPE VII	92	SY	\$5.00	\$460.00
216-B004	SOLID SODDING, BERMUDA	1,210	SY	\$4.00	\$4,840.00
219-A001	WATERING	24	KGAL	\$20.00	\$480.00
234-A001	TEMPORARY SILT FENCE	500	LF	\$3.00	\$1,500.00
907-237-A002	WATTLES, 12"	500	LF	\$9.50	\$4,750.00
907-304-F002	SIZE #10 CRUSHED STONE BASE	13	TON	\$25.00	\$325.00
608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	1,180	SY	\$45.00	\$53,100.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	120	SF	\$10.00	\$1,200.00
613-D006	ADJUSTMENT OF WATER METER	1	EA	\$300.00	\$300.00
613-D011	ADJUSTMENT OF WATER VALVE	2	EA	\$200.00	\$400.00
614-B002	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	92	SY	\$55.00	\$5,060.00
618-A001	MAINTENANCE OF TRAFFIC	1	LS	\$6,000.00	\$6,000.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	1	SF	\$10.00	\$10.00
907-626-H005	THERMOPLASTIC LEGEND, WHITE	1,115	SF	\$12.00	\$13,380.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	154	SF	\$25.00	\$3,850.00
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	160	LF	\$15.00	\$2,400.00
907-639-C	POLE FOUNDATIONS, 18" DIAMETER	1	CY	\$400.00	\$400.00
907-639-D	SLIP CASING, 18" DIAMETER	6	LF	\$30.00	\$180.00
907-639-PP	PUSHBUTTON POLE, TYPE VII	4	EA	\$1,750.00	\$7,000.00
809-A005	MODULAR BLOCK RETAINING WALL SYSTEM	1,091	SF	\$40.00	\$43,640.00
TOTAL CONSTRUCTION ESTIMATE:					\$171,520.00
Construction Engineering & Inspection		5%	LS		\$8,576.00
Testing		5%	LS		\$8,576.00
Contingency		5%	LS		\$8,576.00
Total Estimated Project Cost					\$197,248.00

Clyde Pritchard, P.E.

16.

**APPROVAL OF TRAVEL FOR FIRE INSPECTOR MARK MCCURDY
TO ATTEND THE PERFORMANCE BASED DESIGNS CLASS
AT THE NATIONAL FIRE ACADEMY IN EMMITSBURG, MARYLAND
ON APRIL 1-6, 2012, AT A COST OF \$130.48**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of travel for Fire Inspector Mark McCurdy to attend the Performance Based Designs Class at the National Fire Academy in Emmitsburg, Maryland, on April 1-6, 2012, at a cost of \$130.48," is enumerated, this consent item is thereby approved.

17.

APPROVAL TO ADVERTISE TO FILL THE VACANT POSITION OF OPERATOR II IN THE WASTEWATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill the vacant position of Operator II in the Wastewater Division of the Public Services Department," is enumerated, this consent item is thereby approved.

18.

APPROVAL TO ADVERTISE TO FILL THE POSITION OF FOREMAN IN THE NEW CONSTRUCTION REHAB DIVISION OF THE PUBLIC SERVICES DEPARTMENT

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill the position of Foreman in the New Construction Rehab Division of the Public Services Department," is enumerated, this consent item is thereby approved.

19.

APPROVAL TO ADVERTISE TO FILL THE POSITION OF FOREMAN IN THE WATER/SEWER DIVISION OF THE PUBLIC SERVICES DEPARTMENT

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill the position of Foreman in the Water/Sewer Division of the Public Services Department," is enumerated, this consent item is thereby approved.

20.

APPROVAL TO AUTHORIZE HIRING ELIZABETH C. PEACOCK TO FILL THE VACANT POSITION OF CASHIER IN THE ELECTRIC DEPARTMENT WITH A SALARY OF \$19,766.32 (\$9.50/HR), GRADE 5 STEP 3A, SUBJECT TO THE STANDARD 1-YEAR PROBATIONARY PERIOD

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to authorize hiring Elizabeth C. Peacock to fill the vacant position of cashier in the Electric Department with a salary of \$19,766.32 (9.50/hr), Grade 5 Step 3a, subject to the Standard 1-year probationary period," is enumerated, this consent item is thereby approved.

21.

**APPROVAL OF THE CONTRACT WITH THE OKTIBBEHA COUNTY
BOARD OF SUPERVISORS FOR THE USE OF THE OKTIBBEHA COUNTY
JAIL TO HOUSE CITY OF STARKVILLE PRISONERS**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the Contract with the Oktibbeha County Board of Supervisors for the use of the Oktibbeha County Jail to house City of Starkville Prisoners," is enumerated, this consent item is thereby approved.

INMATE HOUSING AGREEMENT

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the City of Starkville, Mississippi, by and through its governing authorities, the Mayor and Board of Aldermen of the City of Starkville ("STARKVILLE"), and OKTIBBEHA County, Mississippi, by and through its governing authorities, the Oktibbeha County Board of Supervisors ("OKTIBBEHA COUNTY").

WHEREAS, OKTIBBEHA COUNTY owns and operates the OKTIBBEHA COUNTY JAIL located in Starkville, Mississippi ("OKTIBBEHA COUNTY JAIL"); and

WHEREAS, STARKVILLE, through its police department, desires to reserve and use a certain number of beds to house Starkville inmates at the OKTIBBEHA COUNTY JAIL (codified at Miss. Code Ann. § 47-1-39, et seq.);

NOW, THEREFORE, by the mutual covenants and promises contained herein, the parties agree as follows:

1. Use. STARKVILLE shall reserve for its exclusive use, on a 24-hour, 7-days per week basis, a minimum of eight (8) bed spaces at \$30.00 each for an annual total of \$87,600.00 for OKTIBBEHA COUNTY to house its inmates ("the Starkville inmates "). OKTIBBEHA COUNTY shall accept custody thereof according to the terms of this Agreement. OKTIBBEHA COUNTY, through its Sheriff, shall receive the Starkville inmates upon delivery by STARKVILLE and shall be responsible for the proper housing, care and maintenance of such inmates thereafter. Upon receipt of custody of the Starkville inmates, OKTIBBEHA COUNTY and the Oktibbeha County Sheriff shall be responsible for the custodial care, treatment, safety, security, feeding and maintenance of the Starkville inmates. The Oktibbeha County Sheriff, and OKTIBBEHA COUNTY as the source of revenue for the Sheriff, agrees to supervise, control, and manage the OKTIBBEHA COUNTY JAIL to provide safe and secure custody of the Starkville inmates according to state law, regulations, and standards. All correctional officers and guards employed at the OKTIBBEHA COUNTY JAIL shall be certified by the State of Mississippi and all custodial and prisoner detention protocol and procedures shall be observed and implemented in accordance with state standards and guidelines.

2. Healthcare. OKTIBBEHA COUNTY will furnish nursing services within the OKTIBBEHA COUNTY JAIL to the Starkville inmates sufficient for attending to minor illnesses and medical problems and evaluation to determine whether more extensive medical care is warranted. OKTIBBEHA COUNTY will not be responsible for arranging or scheduling physician visits or appointments. The CITY of STARKVILLE at its own expense shall be responsible for and pay when due all medical and dental expenses incurred by a City prisoner or City inmate. OKTIBBEHA COUNTY shall not be required to accept any injured prisoner unless the CITY of

STARKVILLE has provided all reasonable and necessary medical attention to said prisoner prior to delivering said prisoner for booking into the OKTIBBEHA COUNTY JAIL

3. **Transportation.** STARKVILLE shall be responsible for transporting its prisoners to and from the OKTIBBEHA COUNTY JAIL, except in case of emergency. The OKTIBBEHA County Sheriff shall be responsible for making the CITY of STARKVILLE inmates available promptly for transportation by the CITY of STARKVILLE to court appearances and for other purposes upon timely requests therefor. The CITY of STARKVILLE at its own expense shall be responsible for the transportation of all City inmates for administration of medical, dental or mental treatment.

4. **Cost** STARKVILLE shall pay OKTIBBEHA COUNTY a rate of \$30.00 per inmate/per day to house up to eight (8) inmates. To the extent additional space is available; STARKVILLE shall pay OKTIBBEHA COUNTY \$30.00 per inmate/per day to house additional inmates.

5. **Insurance.** OKTIBBEHA COUNTY shall obtain and maintain law enforcement liability insurance providing coverage for the OKTIBBEHA COUNTY JAIL and its occupants, including the Starkville inmates, in an amount not less than One Million Dollars (\$1,000,000), issued by a reputable company which is permitted to do business in the State of Mississippi. Both STARKVILLE and OKTIBBEHA COUNTY shall maintain and provide comprehensive law enforcement liability insurance in an amount not less than \$1,000,000. Each party waives the right of subrogation against the other for claims in the event that claims are paid by insurance to the extent allowed by the respective insurance carriers.

6. **Duration & Termination.** This Agreement shall remain in force and effect until STARKVILLE or OKTIBBEHA COUNTY determines there is no longer any need to continue it. In that event, this Agreement may be terminated by either party by giving the other party a 60-day written notice, during which 60-day period the parties shall reconcile their financial obligations to each other. However, the obligation to maintain general liability insurance, and the right to indemnity, shall survive for three (3) years after termination or until all claims are resolved, whichever occurs later.

7. **Governing Law.** This Agreement shall be interpreted and construed under the laws of the State of Mississippi.

8. **Amendment** No amendment or modification to this Agreement shall be effective unless reduced to writing and signed by all parties hereto. No waiver of any breach of this Agreement by any party hereto shall be construed to be a waiver of any succeeding breach. This Agreement has been fully negotiated and shall not be construed against either party as a result of the preparation of this Agreement.

9. **Authority.** Each governing authority has approved the entering into this Agreement by board order entered on its minutes. This Agreement shall be effective upon approval by the governing bodies of STARKVILLE and OKTIBBEHA COUNTY.

10. **Force Majeure.** In the event that STARKVILLE or OKTIBBEHA COUNTY is delayed, hindered or prevented from the performance of any requirement hereunder by reason of general civil disturbance, riot, labor dispute, strike, flood, tornado or other natural disaster, or for other reasons, other than governmental or financial, which are totally beyond control of such party, the performance of the requirements shall be excused for the period of the delay: provided, however, that nothing in this provision shall prevent or delay termination as provided in Section 7.

11. **Assignment.** This Agreement shall not be assigned except upon written agreement of all the parties.

12. **Miscellaneous.** The parties acknowledge that this Agreement contains the full, complete and entire agreement between the parties and matters pertaining thereto, and that this Agreement supersedes all other agreements, correspondence and understandings, verbal or in writing.

13. **Notice.** Notices to the parties under this Agreement shall be sent via registered or certified mail, return receipt requested, to the following addresses:

Mayor's Office
101 Lampkin
Street Starkville,
MS 39759

OKTIBBEHA County Board of Supervisors
P.O. Box 80285
Starkville, MS 39759

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

Dated: _____

City of Starkville, Mississippi

By: _____ Mayor

Dated: _____

OKTIBBEHA County, Mississippi

By: _____
President, OKTIBBEHA County
Board of Supervisors

22.

**APPROVAL OF NORTH GREENVILLE FITNESS FOR ANNUAL
POLICE FITNESS TESTING AT A COST NOT TO EXCEED \$15,000.00**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of North Greenville Fitness to conduct the annual Police Fitness Testing at a cost not to exceed \$15,000.00," is enumerated, this consent item is thereby approved.

23.

**APPROVAL AUTHORIZING AMENDING THE AGREEMENT WITH CLAY
COUNTY BOARD OF SUPERVISORS FOR THE USE OF JAIL SERVICES TO
HOUSE THE CITY OF STARKVILLE PRISONERS TO REFLECT A
REDUCTION IN GUARANTEED BED SPACE FROM 15 TO 7.**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to authorize amending the Agreement with Clay County Board of Supervisors for the use of Jail Services to house the City of Starkville prisoners to reflect a reduction in guaranteed bed space from 15 to 7," is enumerated, this consent item is thereby approved.

24.

**APPROVAL TO DECLARE WATER METERS, SCRAP IRON
AND SCRAP STEEL AS SURPLUS AND AUTHORIZATION TO ADVERTISE
FOR SEALED BIDS TO SELL THE SURPLUS ITEMS**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to authorize declaring water meters, scrap steel and iron as surplus and authorization to advertise for sealed bids to sell said items," is enumerated, this consent item is thereby approved.

25.

**APPROVAL TO ADVERTISE FOR BIDS TO PURCHASE WATER PIPE,
VALVES AND FITTINGS TO INSTALL A WATER LINE FOR FIRE
PROTECTION IN THE ROCKHILL COMMUNITY**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the March 6, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to authorize advertising for bids to purchase water pipe, valves and fittings, to install a water line for Fire Protection in the Rockhill Community," is enumerated, this consent item is thereby approved.

END OF CONSENT ITEMS

Mayor Parker Wiseman introduced new employees, Police Officers:

Nathan George, Charles Hardin, Amber Hayden, Charlie Jones, and Joseph Miller

Alderman Jeremiah Dumas thanked all participants of the Town Hall Twitter Meeting in making it a success. Special acknowledgement was given to the Main Street Association and the Visitors and Convention Bureau for organizing the Town Hall Twitter Meeting.

Alderman Ben Carver named David Leal, Crew Chief in the Electric Department, as the Employee of the Month for March, 2011.

Alderman Roy A'. Perkins requested the City Attorney to conduct an examination of the land records to ascertain the ownership of the JL King Park and the legal affect of the City's use of the portion of the park if any, being owned by the Starkville School District, and to make a report of his findings on either the 2nd meeting in March, 2012 or the 1st meeting in April.

CITIZEN COMMENTS

Mr. Alvin Turner, Ward 7, reported that "citizens do not wish for outsiders to tell us how to run stuff. They don't want sensitive information to get into the wrong hands, and they want us to be respectful." Mr. Turner further stated to the Board, "Our lives are in your hands, not outsiders."

Emily Damn and Dai'ja Ashford of the Starkville Mayor's Youth Council thanked the Board for their contribution that enabled the SMYC to successfully Co-sponsor the MML Youth Summit that was held on the Campus of Mississippi State University, March 2-3, 2012.

Rev. Joseph Stone, Jr., Pastor of the 2nd Baptist Church in Starkville, requested that the same consideration given to other churches in the downtown area, as it pertains to parking, be given to 2nd Baptist Church.

Rebecca Coble thanked the Board for the approval of the La Leche Program as one of the recipients for the Healthy Hometown Grant.

Chris Taylor, of the Oktibbeha County NAACP, thanked the Board for purchasing an ad and informed everyone that the NAACP Banquet is scheduled for May 5, 2012, Starkville Sportsplex, tickets are \$25.00 and the guest speaker is NAACP State President Derrick Johnson. Mr. Taylor invited the public.

PUBLIC APPEARANCES

South Montgomery Traffic Study was presented by Kimley-Horne.

NOTE: Alderman Ben Carver exited the meeting room.

26.

**A MOTION TO APPROVE CLAIMS FOR THE
FIRE DEPARTMENT FOR THE PERIOD ENDING MARCH 1, 2012**

There came for consideration the matter of approving claims submitted by the City of Starkville's Fire Department. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A'. Perkins, to approve the Fire Department Claims for the period ending March 1, 2012, the Board voted as follow:

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

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

**FIRE DEPARTMENT CLAIMS
PERIOD ENDING MARCH 1, 2012
DOCKET #03-06-12-A**

FIRE DEPARTMENT	001-261	\$6,356.33
FIRE PREVENTION	001-262	\$ 53.42
FIRE TRAINING	001-263	\$2,999.91
FIRE COMMUNICATIONS	001-264	\$ 553.99-
FIRE STATIONS & BLDGS	001-267	\$2,418.55
	TOTAL	\$11,274.22

NOTE: Alderman Ben Carver rejoined the meeting.

27.

A MOTION TO APPROVE TRAVEL AND RELATED EXPENSES FOR MAYOR PARKER WISEMAN AND ELECTRIC DEPARTMENT GENERAL MANAGER TERRY KEMP TO ATTEND THE APPA ANNUAL MEETING ON JUNE 16-20, 2012 IN SEATTLE, WASHINGTON

There came for consideration the matter of approving travel, at an estimated cost of \$2600.00 per person, for Mayor Parker Wiseman and Electric Department General Manager Terry Kemp to attend the APPA annual meeting on June 16-20, 2012, in Seattle, Washington. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to approve the motion as stated, the Board voted as follow:

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>Absent</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 the motion passed.

28.

A MOTION TO APPROVE AMENDING THE JOB DESCRIPTIONS FOR SUPERVISORY POSITIONS IN THE WATER/SEWER DIVISION AND THE NEW CONSTRUCTION REHAB DIVISION OF THE PUBLIC SERVICES DEPARTMENT TO INCLUDE A REQUIREMENT FOR FUTURE HIRES OR PROMOTIONS INTO SAID POSITIONS TO OBTAIN AN MDEQ OPERATOR II-C CERTIFICATION WITHIN ONE YEAR OF ENTRY INTO THE POSITION.

There came for consideration the matter of amending job descriptions for supervisory positions in the Water/Sewer Division, and New Construction Rehab Division of the Public Services Department to require new supervisors to obtain an MDEQ Operator II-C certification within one year of entry into the supervisory position. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve amending the job descriptions for supervisory positions in the Water/Sewer Division and New Construction Rehab Division of the Public Services Department to require new supervisors to obtain an MDEQ Operator II-C certification within one year of entry into the supervisory position, 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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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

Alderman Eric Parker exits the meeting.

29.

A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF DISCUSSIONS REGARDING PROPERTY ACQUISITION, AND PERSONNEL MATTERS ARE PROPER FOR EXECUTIVE SESSION.

There came for consideration the matter of a Closed Session for the preliminary determination of the necessity of an Executive Session. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A'. Perkins, to enter into a Closed Session to determine if items to be discussed are proper cause for Executive Session, the Board voted as follows:

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

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

Alderman Eric Parker rejoins the meeting.

30.

A MOTION DECLARING DISCUSSION REGARDING PROPERTY ACQUISITION CONCERNING A PUMPING STATION ON BLUEFIELD ROAD, AND PERSONNEL CONCERNS IN THE BUILDING DEPARTMENT AS PROPER CAUSE FOR EXECUTIVE SESSION

There came for consideration the matter to determine that discussion regarding Property Acquisition regarding a Pumping Station on Bluefield Road, and Personnel Concerns in the Building Department as proper cause for Executive Session. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, that deliberations and findings concerning the discussion of Property Acquisition regarding a Pumping Station on Bluefield Road, and Personnel Concerns in the Building Department as proper cause for Executive Session, 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>absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

31.

**A MOTION TO ENTER INTO EXECUTIVE SESSION FOR THE
DISCUSSION OF PROPERTY ACQUISITION CONCERNING A PUMPING
STATION ON BLUEFIELD ROAD, AND PERSONNEL CONCERNS
IN THE BUILDING DEPARTMENT**

There came for consideration the matter of entering into an Executive Session to discuss Property Acquisition regarding a Pumping Station on Bluefield Road, and Personnel Concerns in the Building Department. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to enter into Executive Session for the discussion of Property Acquisition regarding a Pumping Station on Bluefield Road, and Personnel Concerns in the Building Department, 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>absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

32.

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

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, to exit Executive Session and return to Open Session, 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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

33.

**A MOTION TO RECESS UNTIL 5:30 P.M.
TUESDAY, MARCH 20, 2012**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to recess until Tuesday, March 20, 2012, at 5:30 p.m.; said meeting will be held in the Courtroom/Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS., the Board voted as follow:

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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2012.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR

(SEALED)