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

**The City of Starkville, Mississippi**
**March 15, 2011**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on March 15, 2011, at 5:30 p.m. in the Courtroom of City Hall, located at 101 Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Alderman Ben Carver Ward 1, Sandra C. Sistrunk Ward 2, Eric Parker Ward 3, Richard Corey Ward 4, Roy A.' Perkins Ward 6, and Henry N. Vaughn Sr., Ward 7. Attending the Mayor and Board were Deputy City Clerk, Emma Gibson-Gandy and Attorney Ronnie Roberts, sitting in for Municipal Attorney Chris Latimer. Absent from this meeting was Alderman Jeremiah Dumas Ward 5.

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

## REQUEST REVISION TO THE OFFICIAL AGENDA

**Alderman Roy A'. Perkins requested the following changes to the March 15, 2011 Official Agenda**.

**Remove from Consent: Item IX-A** regarding the approval of advertising for an RFP for the Development of a Capital Improvement Plan for the City of Starkville.

**Remove from Consent: Item E-1** regarding the approval of the rate change agreement between the City of Starkville and wholesale provider TVA.

**Remove from Consent: Item F-1** regarding the approval of a change order request from Ellis Construction for an additional seventy-eight (78) days on the Pat Station Road Connection Project.

**Remove from Consent: Item I-1** regarding the approval of the revised job description and the advertisement for the job of Lab Technician in the Wastewater Division of the Public Services Department.

**Remove from Consent: Item I-2** regarding the approval of the job description and to advertise to fill the position of GIS Coordinator.

**Add to Consent: Item I-4** regarding the approval to hire of Glynn Haynes and Daryl Jordan as drivers and Theodis L. Weaver and Steven Lane as Laborers in the Sanitation and Environmental Services Department.

**Add to Consent: Item I-5** regarding the approval of promotions in the Fire Department.

## Alderman Ben Carver requested the following changes to the March 15, 2011 Official Agenda.

**Remove from Agenda: Item X-B** regarding amending the City of Starkville Sidewalk Ordinance 2009-07 and the Code of Ordinances, Chapter 98, Article III, Construction and Maintenance of Public Sidewalks, to include a variance process and the requirements for granting a variance and other related purposes.

**Change Consent: Item IX-B** regarding an advertisement in the NAACP Freedom Awards Banquet Program in accordance with the authorization by Mississippi Code 17-3-1 to include "in the amount of $60.00".

**Add to Consent: Item X-D** regarding the approval of the request for in-kind services for the Oktibbeha County Heritage Museum for entry and porch repairs in the amount of $1,885.51.

## Alderman Eric Parker requested the following changes to the March 15, 2011 Official Agenda.

**Remove from Consent: Item X-E** regarding a resolution to oppose the Reapportionment Plan of the House of Representatives (J.R. 1) passed by the Mississippi House of Representatives on March 4, 2011.

## Alderman Richard Corey requested the following changes to the March 15, 2011 Official Agenda.

**Remove from Agenda: Item VII-B** regarding a presentation by Joan Wilson, representing the Oktibbeha County Heritage Museum, requesting in-kind services for the repair and replacement of the entrance and porch.

**Add to Consent: Item I-3** regarding the approval to hire of Bryan Palmertree to fill the position of System/network Administrator in the IT Department.

## Alderman Henry Vaughn requested the following changes to the March 15, 2011 Official Agenda.

**Remove from Consent: Item IX-C** regarding approving the participation with Starkville Main Street Association in the Main Street Charrette Program in the amount of $5,100.00

**1.**

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

There came for consideration the matter of approving the March 15, 2011 Official Agenda of the Recess Meeting of the Mayor and Board of Alderman. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, the Board voted unanimously to approve the March 15, 2011 Official Agenda as modified with its listed as consent.

**OFFICIAL AGENDA**

**THE MAYOR AND BOARD OF ALDERMEN**

**OF THE**

**CITY OF STARKVILLE, MISSISSIPPI**

RECESS MEETING OF TUESDAY, MARCH 15, 2011
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

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

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

**I.** **CALL THE MEETING TO ORDER**

**II.** **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**

**III.** **APPROVAL OF THE OFFICIAL AGENDA**

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

**IV.** **APPROVAL OF BOARD OF ALDERMEN MINUTES**

A. REQUEST CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE CITY OF STARKVILLE BOARD OF ALDERMEN HELD ON FEBRUARY 15, 2011.

**V.** **ANNOUNCEMENTS AND COMMENTS**

MAYOR'S COMMENTS:

BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

A. PRESENTATION BY BROADCAST MEDIA GROUP, INC, ON THE SOLID WASTE AND RECYCLING COMMITTEE'S PROMOTIONAL PROGRAM FOR THE CITY OF STARKVILLE RECYCLING PROGRAM AS A PART OF THE GRANT AGREEMENT FUNDING.

B. PRESENTATION BY JOAN WILSON, REPRESENTING THE OKTIBBEHA COUNTY HERITAGE MUSEUM, REQUESTING IN-KIND SERVICES FOR THE REPAIR AND REPLACEMENT OF THE ENTRANCE AND PORCH.

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

**VIII. PUBLIC HEARING**

A. SECOND PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE SIDEWALK ORDINANCE 2009-07 AND THE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III. CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS. TO INCLUDE A VARIANCE PROCESS AND THE REQUIREMENTS FOR GRANTING A VARIANCE AND OTHER RELATED PURPOSES.

B. FIRST PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE, 2008-10 AND THE CITY OF STARKVILLE CODE OF ORDINANCES, APPENDIX A, SEC.C. SIGNS, TO INCLUDE MODIFICATIONS TO THE ALLOWED SIZE, RIGHTS OF WAY SIGNAGE AND AMORTIZATION OF EXISTING, NON-CONFORMING SIGNS AND FOR OTHER RELATED PURPOSES.

**IX. MAYOR'S BUSINESS**

A. CONSIDERATION OF THE APPROVAL OF ADVERTISING FOR AN RFP FOR THE DEVELOPMENT OF A CAPITAL IMPROVEMENT PLAN FOR THE CITY OF STARKVILLE.

B. 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.

C. CONSIDERATION OF APPROVING THE PARTICIPATION WITH STARKVILLE MAIN STREET ASSOCIATION IN THE MAIN STREET CHARRETTE PROGRAM IN THE AMOUNT OF $5,100.00.

**X. BOARD BUSINESS**

A. CONSIDERATION OF MAKING APPOINTMENTS TO THE SOLID WASTE AND RECYCLING COMMITTEE; THE COMMISSION ON DISABILITY AND THE TRANSPORTATION COMMITTEE.

B. CONSIDERATION OF AMENDING THE CITY OF STARKVILLE SIDEWALK ORDINANCE

2009-07 AND THE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III. CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS. TO INCLUDE A VARIANCE PROCESS AND THE REQUIREMENTS FOR GRANTING A VARIANCE AND OTHER RELATED PURPOSES.

C. CONSIDERATION OF ACCEPTING REYNOLDS INSURANCE AS THE LOWEST AND BEST BIDDER FROM THE PROPOSALS FOR PROPERTY INSURANCE EFFECTIVE FROM APRIL 1, 2011 TO MARCH 31, 2012.

D. CONSIDERATION OF THE APPROVAL OF THE REQUEST FOR IN-KIND SERVICES FOR THE OKTIBBEHA COUNTY HERITAGE MUSEUM FOR ENTRY AND PORCH REPAIRS IN THE AMOUNT OF $1,885.51.

E. CONSIDERATION OF A RESOLUTION TO OPPOSE THE REAPPORTIONMENT PLAN OF THE HOUSE OF REPRESENTATIVES (J.R. 1) PASSED BY THE MISSISSIPPI HOUSE OF REPRESENTATIVES ON MARCH 4, 2011.

***** *F. CONSIDERATION OF A RESOLUTION TO RENAME HIGHWAY 82 WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE JACK CRISTIL HIGHWAY.*

## XI. DEPARTMENT BUSINESS

A. AIRPORT

### 1. REQUEST APPROVAL FOR FOUR (4) AIRPORT BOARD MEMBERS AND THE AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO JACKSON, MS, MAY 18-20, 2011, TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE.

### 2. REQUEST APPROVAL FOR PAY REQUEST #3 INVOICE # 1171102P FROM CLEARWATER CONSULTANTS, INC. REGARDING CONTRACT FOR SERVICES FOR PROJECT DEVELOPMENT, DESIGN AND BIDDING FOR DRAINAGE, RSA AND ROFA INPROVEMENTS FOR GEORGE M. BRYAN FIELD FROM FAA AIP GRANT 3-28-0068-015-2010 IN THE AMOUNT OF $9,721.00.

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 ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF MARCH 10, 2011.

### 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING FEBRUARY 28, 2011, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

D. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. ELECTRIC DEPARTMENT

### 1. REQUEST CONSIDERATION OF THE RATE CHANGE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND WHOLESALE PROVIDER TVA.

F. ENGINEERING AND STREETS

### 1. CONSIDERATION OF THE CHANGE ORDER REQUEST FROM ELLIS CONSTRUCTION FOR AN ADDITIONAL SEVENTY-EIGHT (78) DAYS ON THE PAT STATION ROAD CONNECTION PROJECT.

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

### 1. REQUEST APPROVAL OF THE REVISED JOB DESCRIPTION AND THE ADVERTISEMENT FOR THE JOB OF LAB TECHNICIAN IN THE WASTEWATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.

### 2. REQUEST APPROVAL OF THE JOB DESCRIPTION AND TO ADVERTISE TO FILL THE POSITION OF GIS COORDINATOR.

3. REQUEST APPROVAL TO HIRE BYRON PALMERTREE TO FILL THE POSITION OF SYSTEMS/NETWORK ADMINISTRATOR IN THE IT DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE GLENN HAYES AND DARYL JORDAN AS DRIVERS AND THEODIS L. WEAVER AND STEVEN LANE AS LABORERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST APPROVAL OF PROMOTIONS IN THE FIRE DEPARTMENT.

J. POLICE DEPARTMENT

### 1. REQUEST AUTHORIZATION FOR THE OUT OF STATE TRAVEL OF MASTER OFFICER JULIUS GANDY TO SAN DIEGO CALIFORNIA TO ATTEND THE SAFE SCHOOLS/HEALTHY SCHOOLS PLANNING FOR SUSTAINABILITY MEETING FROM MAY 16-19, 2011 WITH ADVANCE TRAVEL AUTHORIZED.

K. PUBLIC SERVICES

### 1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO PREFERRED SANDBLASTING AND PAINTING, LLC, THE SUBMITTER OF THE LOWEST QUOTE, TO PROVIDE SANDBLASTING AND COATING SERVICES AT THE SAND ROAD PUMP STATION IN THE AMOUNT OF $45,000.00.

### 2. REQUEST APPROVAL TO PURCHASE 4,600 FEET OF 12" PVC WATER PIPE FROM CENTRAL PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST UNIT PRICE, IN THE AMOUNT OF $49,588.00.

L. SANITATION & ENVIRONMENTAL SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

1. BLUEFIELD WATER ASSOCIATION VS. CITY OF STARKVILLE

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL APRIL 5, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

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

**APPENDIX A**

**PROPOSED CONSENT AGENDA**

**IX. MAYOR'S BUSINESS**

A. CONSIDERATION OF THE APPROVAL OF ADVERTISING FOR AN RFP FOR THE DEVELOPMENT OF A CAPITAL IMPROVEMENT PLAN FOR THE CITY OF STARKVILLE.

B. 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.

C. CONSIDERATION OF APPROVING THE PARTICIPATION WITH STARKVILLE MAIN STREET ASSOCIATION IN THE MAIN STREET CHARRETTE PROGRAM IN THE AMOUNT OF $5,100.00.

**X. BOARD BUSINESS**

C. CONSIDERATION OF ACCEPTING REYNOLDS INSURANCE AS THE LOWEST AND BEST BIDDER FROM THE PROPOSALS FOR PROPERTY INSURANCE EFFECTIVE FROM APRIL 1, 2011 TO MARCH 31, 2012.

E. CONSIDERATION OF A RESOLUTION TO OPPOSE THE REAPPORTIONMENT PLAN OF THE HOUSE OF REPRESENTATIVES (J.R. 1) PASSED BY THE MISSISSIPPI HOUSE OF REPRESENTATIVES ON MARCH 4, 2011.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

1. REQUEST APPROVAL FOR FOUR (4) AIRPORT BOARD MEMBERS AND THE AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO JACKSON, MS, MAY 18-20, 2011, TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE.

2. REQUEST APPROVAL FOR PAY REQUEST #3 INVOICE # 1171102P FROM CLEARWATER CONSULTANTS, INC. REGARDING CONTRACT FOR SERVICES FOR PROJECT DEVELOPMENT, DESIGN AND BIDDING FOR DRAINAGE, RSA AND ROFA INPROVEMENTS FOR GEORGE M. BRYAN FIELD FROM FAA AIP GRANT 3-28-0068-015-2010 IN THE AMOUNT OF $9,721.00.

B. BUILDING DEPARTMENT – NO ITEMS

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF MARCH 10, 2011.

.

2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING FEBRUARY 28, 2011, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

D. COURTS – NO ITEMS

E. ELECTRIC DEPARTMENT

1. REQUEST CONSIDERATION OF THE RATE CHANGE AGREEMENT BETWEENTHE CITY OF STARKVILLE AND WHOLESALE PROVIDER TVA.

F. ENGINEERING AND STREETS

1. CONSIDERATION OF THE CHANGE ORDER REQUEST FROM ELLIS CONSTRUCTION FOR AN ADDITIONAL SEVENTY-EIGHT (78) DAYS ON THE PAT STATION ROAD CONNECTION PROJECT.

G. FIRE DEPARTMENT - NO ITEMS

H. PERSONNEL

1. REQUEST APPROVAL OF THE REVISED JOB DESCRIPTION AND THE ADVERTISEMENT FOR THE JOB OF LAB TECHNICIAN IN THE WASTEWATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.

2. REQUEST APPROVAL OF THE JOB DESCRIPTION AND TO ADVERTISE TO FILL THE POSITION OF GIS COORDINATOR.

I. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE OUT OF STATE TRAVEL OF MASTER OFFICER JULIUS GANDY TO SAN DIEGO CALIFORNIA TO ATTEND THE SAFE SCHOOLS/HEALTHY SCHOOLS PLANNING FOR SUSTAINABILITY MEETING FROM MAY 16-19, 2011 WITH ADVANCE TRAVEL AUTHORIZED.

J. PUBLIC SERVICES

1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO PREFERRED SANDBLASTING AND PAINTING, LLC, THE SUBMITTER OF THE LOWEST QUOTE, TO PROVIDE SANDBLASTING AND COATING SERVICES AT THE SAND ROAD PUMP STATION IN THE AMOUNT OF $45,000.00.

2. REQUEST APPROVAL TO PURCHASE 4,600 FEET OF 12" PVC WATER PIPE FROM CENTRAL PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST UNIT PRICE, IN THE AMOUNT OF $49,588.00.

K. SANITATION AND ENVIRONMENTAL SERVICES - NO ITEMS

**CONSENT ITEMS 2-14**

**2.**

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

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of the request to approval of an advertisement in the NAACP Freedom Award Banquet Program in accordance with the authorization by Mississippi Code § 17-3-1 in the amount of $60.00 to be taken from account number 001-023-601," is enumerated, this consent item is hereby unanimously approved.

**3.**

**APPROVAL OF ACCEPTING REYNOLDS INSURANCE AS THE LOWEST AND BEST BIDDER FROM THE PROPOSALS FOR PROPERTY INSURANCE EFFECTIVE FROM APRIL 1, 2011 TO MARCH 31, 2012**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of accepting Reynolds Insurance as the lowest and best bidder from the Proposals for Property Insurance effective from April 1, 2011 to March 31, 2012," is enumerated, this consent item is hereby unanimously approved.

**4.**

**APPROVAL OF THE REQUEST FOR IN-KIND SERVICES FOR THE OKTIBBEHA COUNTY HERITAGE MUSEUM FOR ENTRY AND PORCH REPAIRS IN THE AMOUNT OF $1,885.51**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of a

request for in-kind services for the Oktibbeha County Heritage Museum for the entry and porch repairs in the amount of $1,885.51," is enumerated, this consent item is hereby unanimously approved.

**5.**

**APPROVAL FOR FOUR (4) AIRPORT BOARD MEMBERS AND THE AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO JACKSON, MS, MAY 18-20, 2011, TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval for four (4) Airport Board Members and the Airport Manager Rodney Lincoln to travel to Jackson, MS, May 18-20, 2011, to attend the Mississippi Airport Association (MAA) Conference" is enumerated, this consent item is hereby unanimously approved.

**6.**

**APPROVAL FOR PAY REQUEST #3 INVOICE # 1171102P FROM CLEARWATER CONSULTANTS, INC. REGARDING CONTRACT FOR SERVICES FOR PROJECT DEVELOPMENT, DESIGN AND BIDDING FOR DRAINAGE, RSA AND ROFA IMPROVEMENTS FOR GEORGE M. BRYAN FIELD FROM FAA AIP GRANT 3-28-0068-015-2010 IN THE AMOUNT OF $9,721.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval for pay request #3 invoice # 1171102p from Clearwater Consultants, Inc. regarding Contract for Services for Project Development, Design and Bidding for Drainage, RSA and ROFA Improvements for George M. Bryan Field from FAA AIP Grant 3-28-0068-015-2010 in the amount of $9,721.00," is enumerated, this consent item is hereby unanimously approved.

**7.**

**APPROVAL OF CLAIMS DOCKET #3-15-11-B FOR THE CITY OF STARKVILLE EXCLUDING THE FIRE DEPARTMENT THROUGH**

**MARCH 10, 2011 IN THE AMOUNT OF $868,755.53 IN ACCORDANCE WITH SECTION 17-1-1 OF THE MISSISSIPPI CODE OF 1972,**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of Claims Docket #3-15-11-b for the City of Starkville excluding the Fire Department through March 10, 2011 in the amount of $868,755.53 in accordance with section 17-1-1 of the Mississippi Code of 1972," is enumerated, this consent item is hereby unanimously.

**CLAIMS DOCKET**
**# 3-15-11-B**
**MARCH 10, 2011**

| | | |
|---|---|---|
| General Fund | 001 | $602,112.90 |
| Restricted Police Fund | 002 | 854.14 |
| Restricted Fire Fund | 003 | 0.00 |
| Airport Fund | 015 | 20,324.83 |
| Sanitation | 022 | 45,896.04 |
| Landfill | 023 | 147.69 |
| Computer Assessments | 107 | 0.00 |
| City Bond and Interest | 202 | 0.00 |
| 2009 Road Maint. Bond | 304 | 22,012.07 |
| 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 | 6,319.61 |
| Water/Sewer | 400 | 98,162.86 |
| Vehicle Maintenance | 500 | 17,123.93 |
| Hotel/Motel | 610 | 7,558.57 |
| 2% (VCC, EDA, MSU) | 630 | 48,242.89 |
| Electric | | 0.00 |
| **TOTAL CLAIMS** | | **$868,755.53** |

**8.**

**APPROVAL OF THE REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING FEBRUARY 28, 2011, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of the Report of the Receipts and Expenditures for period ending February 28, 2011, in accordance with § 21-35-13 of the Mississippi Code of 1972 annotated," is enumerated, this consent item is hereby unanimously.

**9.**

**APPROVAL TO HIRE BYRON PALMERTREE TO FILL THE POSITION OF SYSTEMS/NETWORK ADMINISTRATOR IN THE IT DEPARTMENT AT A SALARY OF $39,543.16 ($19.01 PER HOUR) GRADE 13, STEP 1, BASED ON 2080 HOURS SUBJECT TO 1 (ONE) YEAR PROBATIONARY PERIOD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval to hire Byron Palmertree to fill the position of Systems/Network Administrator in the IT Department at a salary of $39,543.16 (19.01per hour), Grade 13, step 1, based on 2080 hours, subject to 1(one) year probationary period," is enumerated, this consent item is hereby unanimously.

**10.**

**APPROVAL TO HIRE GLENN HAYES AND DARYL JORDAN AS DRIVERS AT A SALARY OF $20,291.89 ($9.76 PER HOUR) GRADE 6, STEP 1 BASED ON 2080 HOURS AND THEODIS L. WEAVER AND STEVEN LANE AS LABORERS AT A SALARY OF $18,324.21 ($8.81 PER HOUR) GRADE 4, STEP 4, BASED ON 2080 HOURS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT, ALL POSITIONS SUBJECT TO 1(ONE) YEAR PROBATIONARY PERIOD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval to hire Glenn Hayes and Daryl Jordan as Drivers at a salary of $20,291.89 ($9.76 per hour) Grade 6, step 1 based on 2080 hours and Theodis L. Weaver and Steven Lane as Laborers at a salary of $18,324.21 ($8.81 per hour) Grade 4, step 4, based on 2080 hours in the Sanitation & Environmental Services Department, all positions subject to 1(one) year probationary," is enumerated, this consent item is hereby unanimously.

**11.**

**APPROVAL OF PROMOTIONS IN THE FIRE DEPARTMENT, SERGEANT TONY CLAYBORN TO THE RANK OF LIEUTENANT WITH A 10% PROMOTIONAL INCREASE WITH A NEW SALARY OF $40,068.05 (13.40 PER HOUR) GRADE 7 BASED ON 2990 HOURS, FIREFIGHTER SAM WILKES TO THE RANK OF SERGEANT WITH A 10% PROMOTIONAL INCREASE WITH A NEW SALARY OF $33,158.95 (11.09 PER HOUR) GRADE 6 BASED ON 2990 HOURS, ALL PROMOTIONS SUBLECT TO A 6 (SIX) MONTH PROBATIONARY PERIOD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of promotions in the Fire Department, Sergeant Tony Clayborn to the rank of Lieutenant with a 10% promotional increase with a new salary of $40,068.05 (13.40 per hour) Grade 7 based on 2990 hours, Firefighter Sam Wilkes to the rank of Sergeant with a 10% promotional increase with a new salary of $33,158.95 (11.09 per hour) grade 6 based on 2990 hours, all promotions subject to a 6 (six) month probationary period," is enumerated, this consent item is hereby unanimously.

**12.**

**APPROVAL OF OUT OF STATE TRAVEL OF MASTER OFFICER JULIUS GANDY TO SAN DIEGO CALIFORNIA FOR THE PURPOSE OF ATTENDING THE SAFE SCHOOLS/HEALTHY SCHOOLS STRATEGIC PLANNING FOR SUSTAINABILITY MEETING FROM MAY 16-19, 2011 WITH ADVANCE TRAVEL AUTHORIZED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of out of state travel of Master Officer Julius Gandy to San Diego California for the purpose of attending the Safe Schools/Healthy Schools Strategic Planning for Sustainability meeting from May 16-19, 2011 with advance travel authorized," is enumerated, this consent item is hereby unanimously.

**13.**

**APPROVAL TO ISSUE A NOTICE TO PROCEED TO PREFERRED SANDBLASTING AND PAINTING, LLC, THE SUBMITTER OF THE LOWEST QUOTE, TO PROVIDE SANDBLASTING AND COATING SERVICES AT THE SAND ROAD PUMP STATION IN THE AMOUNT OF $45,000.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval to issue a Notice to Proceed to Preferred Sandblasting and Painting, LLC, the submitter of the lowest quote, to provide sandblasting and coating services at the Sand Road Pump Station in the amount of $45,000.00," is enumerated, this consent item is hereby unanimously.

**14.**

**APPROVAL TO PURCHASE 4,600 FEET OF 12" PVC WATER PIPE FROM CENTRAL PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST UNIT PRICE, IN THE AMOUNT OF $49,588.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval to purchase 4,600 feet of 12" PVC water pipe from Central Pipe and Supply, the submitter of the lowest unit price, in the amount of $49,588.00," is enumerated, this consent item is hereby unanimously.

**END OF CONSENT**

**15.**

**A MOTION TO APPROVE THE MINUTES FROM THE RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMAN HELD ON FEBRUARY 15, 2011, WITH CORRECTIONS**

There came for consideration the matter of approving the Minutes from the Recess Meeting of the Mayor and Board of Alderman held on February 15, 2011. After discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey, to approve the Minutes from the Recess Meeting of the Mayor and Board of Alderman held on February 15, 2011, with corrections.

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

**BOARD OF ALDERMAN COMMENT**

**Alderman Ben Carver** congratulated the Parks and Recreation Department on the excellent job that they are doing.

**CITIZEN COMMENTS**

**Mr. Alvin Turner** Ward 7 expressed his concerns about Alderman Eric Parker and the Sanitation Department. Mr. Turner explained that he found it disturbing that Alderman Parker seems to have problems with everything related to the Sanitation Department. Mr. Turner also to requested to know the number of Police Officers, Fire, Public Services, and Sanitation personnel working for the City.

**PUBLIC APPERANCES**

**Alderman Eric Parker** introduced the next item, a presentation by Broadcast Media, LLC on the promotional activities for the Recycling Program in accordance with the Grant requirement.

**Broadcast Media, LLC Robbie Coblentz**, presented to the Mayor and Board the Comprehensive Marketing Proposal for the Sanitation and Environmental Services Department. This will target both T.V. and brochure components. The Grant requires that half of the funds ($25,000.00) be used to as advertising and promotion. The total proposed budget for this project is $22,496.00.

**Matthew Rye, P & R Director and Dan Moreland, Park Commission Chairman** presented the Mayor and Board its Quarterly Report and on several ideas that were in the works for the Parks and Recreation Department.

**Aldermen Ben Carver** commended Mr. Moreland, Mr. Rye and staff for doing an excellent job with the Parks and Recreation Department.

**Alderman Henry Vaughn** commended Mr. Moreland, Mr. Rye and staff for doing an excellent job, especially with the all the activities for the youths

**Alderman Eric Parker** commended Mr. Moreland, Mr. Rye and staff for having a great audit.

**PUBLIC HEARING**

**The Mayor** introduced the next item, the second public hearing on amending the City of Starkville Sidewalk Ordinance 2009-07 and the Code of Ordinances, Chapter 98, Article III, Construction and Maintenance of Public Sidewalks, to include a variance process and the requirements for granting a variance and other related purposes.

**The Mayor** opened the Floor for comments from the Citizens. He devoted 15 minutes to those in favor of the amending the 2009-07 Sidewalk Ordinance , Chapter 98, Article III., Construction and Maintenance of Public Sidewalks. To include a variance process to identify specific areas for exemption from the requirement for sidewalks, and 15 minutes to those opposing with an aggregate of 30 minutes.

Speaking in opposition of amending the 2009-07 Sidewalk Ordinance was **Mr. Alvin Turner, Ward 7**.

**The Mayor** closed the citizen comment portion of the Public Hearing and asked the Board for further comments or questions. He also reminded the Board, due to the

nature of the changes made to this Ordinance a third public hearing would need to be set for the first meeting in April. After further comments by the Board, the Mayor closed the Public Hearing.

**The Mayor** introduced the next item, the first public hearing on amending the City of Starkville Sign Ordinance, 2008-10 and the City of Starkville Code of Ordinances, Appendix A, Sec. C, Signs, to include modifications to the allowed size, rights of way signage and amortization of existing, non-conforming signs and for other related purposes.

**The Mayor** opened the Floor for comments from the Citizens. He devoted 15 minutes to those in favor of the amending the City of Starkville Sign Ordinance, 2008-10 and the City of Starkville Code of Ordinances, Appendix A, Sec. C, Signs, to include modifications to the allowed size, rights of way signage and amortization of existing, non-conforming signs and for other related purposes, and 15 minutes to those opposing with an aggregate of 30 minutes.

**The Mayor** after receiving no comment in favor or in opposition closed the citizen comment portion of the Public Hearing and asked the Board for further comments or questions. After further comments by the Board, the Mayor closed the Public Hearing.

**16.**

**A MOTION TO APPROVE THE ADVERTISING FOR AN RFP FOR THE DEVELOPMENT OF A CAPITAL IMPROVEMENT PLAN FOR THE CITY OF STARKVILLE**

There came for consideration the matter of the approval of advertising for an RFP for the Development of a Capital Improvement Plan for the City of Starkville, as presented, with the addition of providing a plan for the extension of City services to the Annexed Area. After discussion,

and upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, to approve advertising for an RFP for the Development of a Capital Improvement Plan for the City of Starkville, as presented, with the addition of providing a plan for the extension of City services to the Annexed Area, the Board voted as follows:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Yea |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Yea |
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

**17.**

**A MOTION TO APPROVE THE PARTICIPATION WITH STARKVILLE MAIN STREET ASSOCIATION IN THE MAIN STREET CHARRETTE PROGRAM IN THE AMOUNT OF $5,100.00**

There came for consideration the matter of the approval of the participation with Starkville Main Street Association in the Main Street Charrette Program in the amount of $5,100.00, to be taken from account 001-023-601. After discussion,

And upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Eric Parker, to approve the participation with Starkville Main Street Association in the Main Street Charrette Program in the amount of $5,100.00, to be taken from account 001-023-601, the Board voted as follows:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Yea |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Yea |
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Nay |
| Alderman Henry Vaughn, Sr. | Voted: Nay |

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

**18.**

**A MOTION TO APPOINT P. C. MCLAURIN TO THE SOLID WASTE COMMITTEE AND MOLLY HOWARD TO THE COMMITTEE ON DISIBILITY, AND TO LEAVE THE NOMINATION PROCESS OPEN UNTIL MARCH 31, 2011 FOR THE APPOINTMENTS TO THE TRANSPORTATION COMMITTEE**

There came for consideration the matter of approving the appointments of P.C. McLaurin to the Solid Waste Committee, Dorothy Issac, Denny Nordin and Chris Gottbrath to the Transportation Committee and Molly Howard to the Commission on Disability. After discussion,

And upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, to approve the appointments of P.C. McLaurin to the Solid Waste Committee, Dorothy Issac, Denny Nordin and Chris Gottbrath to the Transportation Committee and Molly Howard to the Committee;

**Alderman Eric Parker offered an amendment** to the motion to leave the nomination process open until March 31, 2011, for the appointments to the Transportation Committee. The Board voted as followed:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Nay |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Nay |
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

The Mayor called for a roll call vote on the original motion as amended which is 'to reappoint P.C. McLaurin to the Solid Waste Committee and to appoint Molly Howard to the Commission on Disability and to leave the nomination process open until March 31, 2011, for the appointment to the Transportation Committee', the Board voted as followed:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Yea |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Yea |
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

**19.**

**MOTION TO APPROVE AND ADOPT A RESOLUTION OPPOSING THE REAPPORTIONMENT PLAN OF THE HOUSE OF REPRESENTATIVES (J.R. 1) PASSED BY THE MISSISSIPPI HOUSE OF REPRESENTATIVES ON MARCH 4, 2011, AS PRESENTED**

There came for consideration the matter of the Reapportionment Plan of the House of Representatives (J.R. 1), passed by the House of Representatives on March 4, 2011. After the discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey, to approve and adopt a Resolution opposing the Reapportionment Plan of the House of Representatives (J.R. 1) passed by the Mississippi House of Representatives on March 4, 2011, as presented. The Board voted as followed:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Yea |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Yea |
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Nay |

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

RESOLUTION TO OPPOSE THE REAPPORTIONMENT PLAN OF THE HOUSE OF REPRESENTATIVES (J.R. 1) PASSED BY THE MISSISSIPPI HOUSE OF REPRESENTATIVES ON MARCH 4, 2011.

**WHEREAS**, on March 4, 2011, the Mississippi House of Representatives passed a Joint Resolution to Reapportion the House of Representatives (J.R. 1), which provides in part that the citizens of the City of Starkville, Mississippi will be divided among four legislative districts by voting precincts (or portions thereof) as follows:

District 23: Oktibbeha, Calhoun, Webster Counties

District 24: Oktibbeha, Choctaw, Grenada, Webster Counties

District 37: Oktibbeha, Clay, Lowndes Counties

District 38: Oktibbeha, Lowndes Counties

**WHEREAS**, the Mayor and the Board of Aldermen of the City of Starkville, Mississippi, believe that there is a commonality of interests among the citizens of the City which favors representation of such citizens by Representatives of said commonality; and

**WHEREAS,** the Mayor and the Board of Aldermen are of the opinion that the reapportionment proposed would effectively dilute the voting strength of the City's population by causing citizens to be drawn into four (4) districts stretching from the Alabama State Line to Grenada County, Mississippi with over 200 collective miles separating current Representation from the City of Starkville; and

**WHEREAS**, the Mayor and the Board of Aldermen recognize that the City of Starkville grew by 9.2% in the previous ten (10) years to a population of 23,688, equal to the average district population for the State of Mississippi; and

**WHEREAS**, the Mayor and the Board of Aldermen of the City of Starkville, Mississippi, find and determine that the proposed reapportionment has the City represented by Legislators representing five (5) additional Counties and multiple municipalities, none of which are as large or larger than the City of Starkville.

**NOW THEREFORE**, be it resolved by the Mayor and the Board of Aldermen of the City of Starkville, Mississippi, that the City of Starkville opposes the Joint Resolution to Reapportion the House of Representatives (J.R. 1) Passed by the Mississippi House of Representatives on March 4, 2011.

Upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey, that the resolution be adopted, and after discussion, the Board voted to adopt the Resolution, as follows:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Yea |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Yea |

| | |
|---|---|
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Nay |

The motion to adopt the resolution having received a majority of the affirmative votes of the members present, the Mayor declared the motion and resolution passed, approved, and adopted on this the 15th day of March, 2011.

_____
Parker Wiseman, Mayor

ATTEST:

(seal)

_____
Emma Gibson-Gandy, Deputy City Clerk

ORDAINED AND ADOPTED this the 15th day of March, 2011.

**20.**

**A MOTION TO APPROVE ANDABOPT A RESOLUTION TO RENAME PART OF A HIGHWAY 82 (82 BYPASS) THAT IS WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE AS JACK CRISTIL HIGHWAY**

There came for consideration the matter of a resolution to rename part of Highway 82 (82 Bypass) that is within the City Limits of the City of Starkville as Jack Cristil Highway. After discussion,

and upon the motion of Aldermen Sandra Sistrunk duly seconded by Alderman Roy A'. Perkins, to approve and adopt a resolution to rename part of Highway 82 (82 bypass) that is within the City Limits of the City of Starkville as Jack Cristil Highway.

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

**A RESOLUTION SEEKING TO DECLARE THAT PORTION OF HIGHWAY 82 (82 BYPASS) THAT IS WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE AS JACK CRISTIL HIGHWAY**

**WHEREAS,** Jack Cristil has received numerous broadcasting awards and is a member of the Mississippi Sports Hall of Fame and the Mississippi State Sports Hall of Fame; and

**WHEREAS**, Jack Cristil is retiring after 58 years of professionalism and excellence in broadcasting for Mississippi State University; and

**WHEREAS**, Whereas, Jack Cristil has made tremendous contributions to the University, the City of Starkville, Oktibbeha County and the entire State of Mississippi; and

**WHEREAS,** the Mayor and Board of Aldermen of the City of Starkville have determined that it is important to recognize such dedication and service to the community and the State;

**NOW THEREFORE, BE IT RESOLVED,** by the Mayor and Board of Aldermen of the City of Starkville that it is the intent of the Board of Aldermen to:

Recognize Jack Cristil as a member of excellence and renown deserving lasting and special acknowledgment from the community he served with such dedication

And

Authorize the placement of signage reflecting such honor at the most prominent points upon entry into the Starkville City Limits for all to see and be made aware.

And

Declare that portion of Highway 82 (also known as the 82 Bypass) that is within the Oktibbeha County mile marker 13.380 and Oktibbeha County mile marker 17.662 in the city limits of the City of Starkville as Jack Cristil Highway.

**UPON MOTION** of Alderman Sandra Sistrunk, duly seconded by Alderman Roy A'. Perkins, the aforesaid Resolution was put to a roll call vote with the Aldermen voting as follows:

| | |
|---|---|
| Ben Carver | Voted: YEA |
| Sandra Sistrunk | Voted: YEA |
| Eric Parker | Voted: YEA |
| Richard Corey | Voted: YEA |
| Jeremiah Dumas | Voted: absent, not voting |
| Roy A.' Perkins | Voted: YEA |

Henry Vaughn Voted: YEA

_____ _____

PARKER Y. WISEMAN, MAYOR EMMA GIBSON-GANDY
DEPUTY CITY CLERK

SIGNED AND SEALED THIS ___ DAY OF _____ 2011.

**21.**

**A MOTION TO APPROVE THE RATE CHANGE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND WHOLESALE PROVIDER TVA**

There came for consideration the matter of approving the rate change agreement between the City of Starkville and wholesale provider TVA. This will only change the manner in which the services will be billed to the based on a seasonal time of use rate. The seasonal time of use rate is broken down into four (4) components; Summer Peak (June-September), Transition Period (October-November), Winter Peak (December-March), and a second Transition Period (April-May). Summer (peak hours 12 noon-8 pm), Winter (peak hours 4 am-8 –am) and Transitions, rates are different and reflect the real cost of electricity back to the customer, based on time usage during peak hours. These rate changes will not result in an increase in services that will be passed on to the Citizens of Starkville. After discussion,

and upon the motion of Aldermen Henry Vaughn, duly seconded by Alderman Richard Corey, to approve the rate change agreement between the City of Starkville and wholesale provider TVA, the Board voted as follows:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Yea |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Yea |
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

1.2 Demand and Energy Wholesale Rate Option Available Until October 2012.

1.2.1 Schedules WS-DE and WS-DE Modified. An optional wholesale schedule, designated as Schedule WS-DE (Optional Wholesale Schedule WS-DE), dated April 2011-September 2012, is attached hereto. As used in 1.2.3 below, "Optional Wholesale Schedule WS-DE Modified" shall mean a modified version of said attached optional schedule in which the Standard Service energy charges of the schedule are replaced by the Standard Service energy charges of Changed Wholesale Schedule WS-TOU (but not including the Standard Service TOU Amounts).

1.2.2 Initial Option to Elect Schedule WS-DE. Notwithstanding 1.1 above, by providing written notice to TVA no later than December 31, 2010, Distributor may elect to put into place Optional Wholesale Schedule WS-DE. In such case, the Optional Wholesale Schedule WS-DE shall become effective in accordance with the provisions thereof for all bills rendered from wholesale meter readings scheduled to be taken on and after April 2, 2011.

1.2.3 Subsequent Election of Schedule WS-DE Modified. After April 2, 2011, Distributor may elect Optional Wholesale Schedule WS-DE Modified by providing at least 45 days' written notice for said Schedule WS-DE Modified to become effective for all bills rendered from wholesale meter readings scheduled to be taken on or after the second day of a month specified in such notice.

1.2.4 Term of Optional Schedule Election. If an optional schedule is elected and put into effect under 1.2.2 or 1.2.3 above, said elected optional schedule will remain in effect for all bills rendered from wholesale meter readings scheduled to be taken before October 2, 2012; provided, however, that Distributor may cancel that election upon at least 45 days' written notice to TVA to become effective for all bills rendered from wholesale meter readings scheduled to be taken on or after the second day of a month specified in such notice. During the period when such an optional schedule is in effect, all references in the Power Contract to the Existing Wholesale Schedule shall be deemed to refer to such optional schedule. Changed Wholesale Schedule WS-TOU shall become effective as provided in 1.1 above for all bills rendered from wholesale meter readings scheduled to be taken on and after the earlier of (a) the second day of a month specified in any cancellation notice given under the proviso to the first sentence of this subsection 1.2.4 or (b) October 2, 2012.

1.3 Rates Applicable to Summer Period 2011.

Notwithstanding the Standard Service rates in Schedules WS-TOU and WS-DE, during the Summer Period of 2011 only, (i) the Demand Charge is hereby agreed to be $8.30 per kW of Billing Demand per month (plus any applicable adjustment addendum Demand Charges) and (ii) the Non-Fuel Energy Charge is hereby agreed to be 3.076 ¢ per kWh per month (plus any applicable adjustment addendum Energy Charges and any TOU Amount applicable for Schedule WS-TOU).

## SECTION 2 - RESALE RATE SCHEDULE SUBSTITUTION

2.1 Changed Resale Schedules. The Schedule of Rates and Charges attached to and made a part of the Power Contract contains various resale rate schedules (Existing Resale Schedules). Substitute resale schedules, designated Schedules RS, GSA, GSB, GSC, GSD, TDGSA, TDMSA, LS, MSB, MSC, MSD, SGSB, SGSC, SGSD, SMSB, SMSC, and SMSD (Changed Resale Schedules), all dated April 2011, are attached to this agreement.

2.2 Resale Effective Date. The Existing Resale Schedules shall remain in full force and effect for all bills rendered from resale meter readings taken for revenue months of Distributor prior to Distributor's April 2011 revenue month, and the respective Changed Resale Schedules shall become effective in accordance with the provisions thereof for all bills rendered from resale meter readings taken for revenue months of Distributor beginning with the April 2011 revenue month. Beginning with Distributor's April 2011 revenue month, Distributor shall provide electric service to all customers at and in accordance with the rates, charges, and provisions of the appropriate Changed Resale Schedule and the provisions of the Power Contract as supplemented and amended by this agreement.

The table below lists the Existing Resale Schedules and the corresponding Changed Resale Schedules that will replace each one of them in accordance with this section 2.

| Existing Resale Schedule (Where applicable) | | Changed Resale Schedule (Where applicable) |
|---|---|---|
| RS | corresponds to | RS |
| GSA | corresponds to | GSA |
| GSA, Part 3 | corresponds to | TDGSA or TDMSA if SIC qualified (optional) |
| GSB | corresponds to | GSB |
| GSB | corresponds to | SGSB (optional) |
| GSC | corresponds to | GSC |
| GSC | corresponds to | SGSC (optional) |
| GSD | corresponds to | GSD |
| GSD | corresponds to | SGSD (optional) |
| MSB | corresponds to | MSB |
| MSB | corresponds to | SMSB (optional) |
| MSC | corresponds to | MSC |
| MSC | corresponds to | SMSC (optional) |
| MSD | corresponds to | MSD |
| MSD | corresponds to | SMSD (optional) |
| PSGSB | corresponds to | SGSB |
| PSGSC | corresponds to | SGSC |
| PSGSD | corresponds to | SGSD |
| PSMSB | corresponds to | SMSB |
| PSMSC | corresponds to | SMSC |
| PSMSD | corresponds to | SMSD |
| TRS | corresponds to | TRS |
| TGSA | corresponds to | TGSA |

| TGSA, Part 3 | corresponds to | TDGSA or TDMSA if SIC qualified (optional) |
|---|---|---|
| TGSB | corresponds to | GSB |
| TGSC | corresponds to | GSC |
| TGSD | corresponds to | GSD |
| TMSB | corresponds to | MSB |
| TMSC | corresponds to | MSC |
| TMSD | corresponds to | MSD |
| LS | corresponds to | LS |
| TDGSB | corresponds to | TDGSA (optional for customers with contract demands greater than 1,000 kW but not more than 5,000 kW) |
| TDGSB | corresponds to | GSB |
| TDGSC | corresponds to | GSC |
| TDGSD | corresponds to | GSD |
| TDMSB | corresponds to | TDMSA (optional for customers with contract demands greater than 1,000 kW but not more than 5,000 kW) |
| TDMSB | corresponds to | MSB |
| TDMSC | corresponds to | MSC |
| TDMSD | corresponds to | MSD |

**SECTION 3 - SMALL MANUFACTURING CREDITS**

3.1 Previous Agreement. It is expressly recognized that certain manufacturing credits (Small Manufacturing Credits) are provided for under the agreement numbered TV-48326A, Supp. No. 47, and dated October 1, 2003, as amended (Manufacturing Credit Agreement). Notwithstanding the rate change reflected in this agreement, the Manufacturing Credit Agreement shall continue in effect and shall be deemed amended as provided below in this section 3.

3.2 Changed Resale Schedules. Beginning with Distributor's April 2011 revenue month, the Manufacturing Credit Agreement shall be deemed amended in the respects necessary to provide that customers served under Part 3 of the applicable Changed Resale Schedule GSA or TGSA shall be deemed to be Expanded Eligible Accounts eligible for Expanded Credits. It is expressly recognized that customers served under Schedules TDGSA and TDMSA are not eligible for such credits.

The Manufacturing Credit Agreement shall be deemed further amended to provide that, if the applicable TGSA resale schedule does not provide for different demand charges for a customer's onpeak and offpeak billing demand, in lieu of the credit amounts specified for the metered demands of customers taking time-of-day service, the credits amounts specified or the metered demands of customers taking standard service shall apply.

3.3 Wholesale Credits. Beginning with the April 2011 billing month, the Manufacturing Credit Agreement shall be amended in the respects necessary to provide that:

(a) Except as otherwise provided below, each month TVA's wholesale bill to Distributor shall include a wholesale credit (Estimated Small Manufacturing Credit) for that month equal to the total amount of credits applied to each Eligible Account by Distributor in the preceding month and reported in Distributor's ESS Report to TVA (as provided in section 5 below).

(b) The wholesale bill will then be adjusted to reflect the difference between the actual amount of credits applied to each Eligible Account by Distributor in the preceding month and the Estimated Small Manufacturing Credit applied to Distributor's wholesale bill for the preceding month.

(c) If TVA does not receive Distributor's ESS Report at least 10 calendar days prior to the wholesale billing date, Distributor shall not receive an Estimated Small Manufacturing Credit on that month's wholesale bill. Instead, upon receipt of Distributor's ESS Report, the wholesale bill for the following month will include a credit equal to the actual amount of credits applied to each Eligible Account and reported to TVA for that month.

3.4 Application Forms. The Manufacturing Credit Agreement is amended to provide that Distributor shall keep on file a copy of each completed application form for audit purposes. This responsibility to maintain application forms and TVA's ability to audit shall replace any requirement of TVA approval of completed application forms in the existing Manufacturing Credit Agreement.

**SECTION 4 - ENHANCED GROWTH CREDIT PROGRAM**

Under an agreement numbered TV-48326A, Supp. No. 30 and dated May 5, 1994, as amended (EGCP Agreement), TVA and Distributor are participating in an Enhanced Growth Credit (EGC) Program to encourage the fuller and better balanced development of the resources of the region by applying credits against the electric bills of certain eligible new and expanding general power customers of Distributor.

Beginning with the April 2011 billing month, the EGCP Agreement shall be amended in the respects necessary to provide that:

(a) Except as otherwise provided below, each month TVA's wholesale bill to Distributor shall include a wholesale credit (Estimated Enhanced Growth Credit) for that month equal to 110 percent of the total Retail Credits applied by Distributor in the preceding month and reported in Distributor's ESS Report to TVA (as provided in section 5 below).

(b) The wholesale bill will then be adjusted to reflect the difference between 110 percent of the actual amount of Retail Credits applied by Distributor in the preceding month and the Estimated Enhanced Growth Credit applied to Distributor's wholesale bill for the preceding month.

(c) If TVA does not receive Distributor's ESS Report at least 10 calendar days prior to the wholesale billing date, Distributor shall not receive an Estimated Enhanced Growth Credit on that month's wholesale bill. Instead, upon receipt of Distributor's ESS Report, the wholesale bill for the following month will include a credit equal to 110 percent of the actual amount of Retail Credits applied by Distributor and reported to TVA for that month.

**SECTION 5 - REPORTING**

It is recognized that the monthly statistical information to be furnished to TVA under the Terms and Conditions of the Power Contract is currently provided by Distributor in a monthly Electric Sales Statistics (ESS) Report. Beginning with Distributor's April 2011 revenue month, Distributor shall include in its ESS Report monthly data showing:

(a) for each Eligible Account under the Manufacturing Credit Agreement, the amounts billed to each customer for firm power and energy and the amount of the credit applied during that revenue month, together with such other information as may be reasonably required by TVA under the Manufacturing Credit Agreement;

(b) for each customer participating in the EGC Program (i) the amount of any Retail Credit for the month and (ii) the billing data used to calculate that Retail Credit, together with such other information as may be reasonably required by TVA under of the EGCP Agreement;

(c) the amount of any Hydro Allocation Adjustment applied in accordance with Adjustment 2 of the Changed Wholesale Schedule or the Optional Wholesale Schedule and the billing data used to calculate such adjustment;

(d) the generation output and applicable credits from each individual type of Qualifying System at each Site, as required under the Generation Partners pilot;

(e) the number of Participants enrolled in the Green Power Switch Program, the number of energy blocks purchased by Participants, and the total Green Power Switch Charges determined under the Green Power Switch Agreement, numbered TV-48326A, Supp. No. 44, and dated October 8, 2002;

(f) the amounts of any PCA and the billing data for each rate class used to calculate such amounts.

The information furnished under this section 5 shall be provided in accordance with TVA's ESS Reporting Guidelines, as they may be modified, changed, or replaced by TVA from time to time.

**SECTION 6 - NOTICES OF ADJUSTMENT OR CHANGE OF RATES**

Notwithstanding the section entitled "Adjustment and Change of Wholesale Rate and Resale Rates" in the Schedule of Terms and Conditions attached to and made part of the Power Contract, (a) any Adjustment Addendum providing for adjustments to the charges of the Schedule of Rates and Charges shall be deemed properly published and (b) any notice required to place into effect any changes in the Schedule of Rates and

Charges shall be deemed properly given if provided electronically either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

**SECTION 7 - TERM**

Except as otherwise specifically provided herein, this agreement shall become effective as of the Effective Date first above written, and shall continue in effect until expiration of the Power Contract, or any renewal, extension, or replacement thereof.

**SECTION 8 - ADJUSTMENT ADDENDUM COST RECOVERY**

It is expressly recognized:

(a) that the schedules attached to this agreement do not include any charges to recover TVA's fuel costs or any charges to cover the costs currently being recovered by the Environmental Adjustment amounts currently provided for in the Adjustment Addendum, and

(b) that accordingly all fuel cost recovery (including the current Fuel Cost Adjustment and current base fuel charges) and the costs currently being recovered by the Environmental Adjustment amounts will be addressed through an Adjustment Addendum.

**SECTION 9 - POWER CONTRACT AFFIRMED**

Except as expressly set out above, nothing in this agreement shall affect the other terms of the Power Contract.

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

**CITY OF STARKVILLE, MISSISSIPPI**

By _____
Title:

**TENNESSEE VALLEY AUTHORITY**

By _____
Senior Vice President
Commercial Operations and Pricing

**22.**

**A MOTION TO APPROVE THE CHANGE ORDER REQUESTED FROM ELLIS CONSTRUCTION FOR AN ADDITIONAL SEVENTY-EIGHT (78) DAYS ON THE PAT STATION ROAD CONNECTION PROJECT**

There came for consideration the matter of approving a change order requested from Ellis Construction for an additional seventy-eight (78) days on the Pat Station Road Connection Project. After discussion,

and upon the motion of Aldermen Roy A'. Perkins, duly seconded by Alderman Henry Vaughn, to approve a change order requested from Ellis Construction for an additional seventy-eight (78) days on the Pat Station Road Connection Project, the Board voted as follows:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Yea |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Yea |
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

**23.**

**A MOTION TO APPROVE OF THE REVISED JOB DESCRIPTION AND THE ADVERTISEMENT FOR THE JOB OF LAB TECHNICIAN IN THE WASTEWATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT AS PRESENTED**

There came for consideration the matter of approving a revised job description and the advertisement for a job of Lab Technician in the Wastewater Division of the Public Services Department as presented. After discussion,

and upon the motion of Aldermen Sandra Sistrunk, duly seconded by Alderman Richard Corey, to approve a revised job description and the advertisement for a job

of Lab Technician in the Wastewater Division of the Public Services Department as presented, the Board voted as follows:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Yea |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Yea |
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

**Title: WASTEWATER LABORATORY TECHNICIAN Department: WASTEWATER**

**Reports to: CHIEF WASTEWATER OPERATOR Classification: NON-EXEMPT**
**$32,680.30 ($15.71 hour), Grade 11, Step 1, 2080 hours**

**Date Prepared: 3-10-11 Approved by Board: _____**

**GENERAL POSITION SUMMARY:**

Performs a wide variety of chemical, biological and physical analyses on environmental samples, in support of various regulatory programs; performs numerous administrative functions related to analytical data handling and quality control; adheres to approved procedures and protocols; performs other assigned duties as required. Work is performed under the general supervision of the Chief Wastewater Operator.

**ESSENTIAL JOB FUNCTIONS:**

1. Collects and transports samples from various locations using proper sample handling protocols. Some collection may involve driving to the site, climbing, lifting, entry into confined spaces, manholes and other hazardous sites, and exposure to biological, chemical electrical and physical hazards .
2. With supervision, performs analyses which may involve exposure to biological, chemical, electrical and physical hazards.
3. Detects and responds correctly to odors and colors indicative of laboratory test points, hazardous gases, and upset processes.
4. Senses vibration by touch, temperature by proximity, and detects audible alarms and indicators of equipment malfunctions in normal aural range, and responds correctly to these inputs.

5. Does work requiring depth perception, and detects changes in the visual appearance of substances.
6. Reads gauges, dials, analog and digital displays equipment information plates, charts and manuals, and makes adjustments and calibrations.
7. Makes correct and legible entries in English in operational logs, charts and records, both manually and by computer keyboard, and prepares reports.
8. Performs basic record keeping and mathematical calculations.
9. Uses small hand tools, calculators, keyboards and laboratory equipment.
10. Cleans laboratory glassware, equipment and facilities.
11. Performs minor and routine maintenance on laboratory equipment.
12. Demonstrates a willingness to learn and comply with department policies and rules.
13. Demonstrates safe work practices and habits of workplace cleanliness.
14. Performs repetitive tasks requiring meticulous attention to detail.
15. Performs other duties and special projects as assigned.

**OTHER FUNCTIONS:**

1. Works as team player with other employees.
2. Serves on various employee or other committees as assigned.
3. Attends training classes, seminars, as assigned.
4. Prioritize daily work flow.
5. Meet specified or required deadlines.
6. Communicate effectively with residents, elected officials, and other City employees, etc., both orally and written.
7. Work autonomously.
8. Handle multiple tasks simultaneously with frequent interruptions.
9. Deal with others in a professional manner.
10. Maintain professional composure in heated situations.
11. Follow Department and City policies and procedures.
12. Operates with minimum supervision.

**SUPERVISORY RESPONSIBILITY:**

The Wastewater Laboratory Technician has no supervisory authority.

**INTERPERSONAL CONTACTS:**

Has regular contact with internal and external sources, including employees, Department Heads, outside agencies, and other governmental agencies.

**PHYSICAL, MENTAL, and OTHER CAPABILITIES**

Requires the ability to sit, stand, walk, see, bend, stoop, talk and hear, kneel, crouch, smell, climb and balance on ladders, crawl in confined spaces. May be required to lift heavy objects (up to 50 lbs.) without assistance. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus. The employee is regularly required to use hands to finger, handle, feel or operate objects, and reach with hands and arms. The position requires the use of hand tools, laboratory equipment, calculators, personal computers and motor vehicles. The primary work location is the Earnest E. Jones Wastewater plant located at 305 Sand Road in Starkville, MS, but may include other locations within the system. All City vehicles and facilities are smoke free locations.

**JOB CONDITIONS:**

The employee frequently works outside in all types of weather conditions, near moving mechanical parts, exposed to wet and or humid conditions and odorous atmosphere. The employee frequently works with toxic or caustic chemicals and is occasionally exposed to fumes and the risk of electrical shock as well as in the proximity of biological hazards. The employee occasionally works on ladders in high precarious places, in small spaces, such as lift/metering stations, manholes, tanks and wet wells (confined spaces). The noise level in the work environment is usually moderately loud.

**EDUCATION AND/OR EXPERIENCE REQUIRED:**

1. Must be at least 18 years of age.
2. Must possess a high school diploma or equivalent.
3. Formal training in laboratory procedures is strongly preferred.
4. Must have a valid Mississippi driver's license, acceptable driving record and able to be covered by the City's insurance.
5. Must be able to comprehend both oral and written instruction and to communicate both orally and in writing, in English.
6. Must be able to demonstrate basic knowledge of laboratory operation and terminology.
7. Must have knowledge of basic laboratory safety rules and equipment, including identification of, precautions for, and emergency response to biological, chemical, electrical, mechanical and physical hazards.
8. Must be able and willing to wear personal protective safety equipment and perform job tasks that require the use of such equipment.
9. Must demonstrate good workmanship, performing tasks neatly and in a timely manner.
10. Must be able to report on time for work and perform the duties of the position for an entire shift and to perform occasional overtime. May be required to work evening, night, weekend and/or holiday shifts. Will be required to work a rotating stand-by shift.
11. Must maintain a neat, clean and acceptable personable appearance.
12. Must demonstrate a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
13. Previous training and/or experience in water/wastewater sampling and analysis is desirable but not required.
14. Knowledge of equipment, processes, materials, chemicals, methods and procedures used in wastewater plant maintenance and operation activities; knowledge of laboratory procedures and practices.
15. Mechanical aptitude and skill in the operation of the listed tools and equipment.
16. Knowledge of electricity, instrumentation, and plumbing methods.
17. Ability to read and understand mechanical drawings, blue prints, schematics, operation and maintenance manuals.
18. Ability to maintain logs, records, perform laboratory tests, and arithmetic calculations.
19. Ability to understand and follow oral and written instruction.
20. Initiative and resourcefulness in solving unusual mechanical and operational problems.
21. Ability to work effectively with other employees, the public and with minimum supervision.
22. Ability to work safely and under pressure.
23. Must possess a Mississippi Class 3 Wastewater Certification or the ability to become a Class 3 Certified Wastewater Plant Operator within three (3) years of employment.

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

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

***Regular and consistent attendance is a condition of continuing employment.***

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**24.**

**A MOTION TO APPROVE THE JOB DESCRIPTION AND TO ADVERTISE TO FILL THE POSITION OF GIS COORDINATOR**

There came for consideration the matter of approving a revised job description and the advertisement for a job of GIS Coordinator in the Public Services Department as presented. After discussion,

and upon the motion of Aldermen Richard Corey, duly seconded by Alderman Sandra Sistrunk, to approve a revised job description and the advertisement for a job of GIS Coordinator in the Public Services Department as presented, the Board voted as follows:

| | |
|---|---|
| Alderman Ben Carver | Voted: Yea |
| Alderman Sandra Sistrunk | Voted: Yea |
| Alderman Eric Parker | Voted: Yea |
| Alderman Richard Corey | Voted: Yea |
| Alderman Jeremiah Dumas | Voted: absent, not voting |
| Alderman Roy A'. Perkins | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

**CITY OF STARKVILLE**
**JOB DESCRIPTION**

| | |
|---|---|
| **Title: GIS Coordinator** | **Department: Public Services** |
| **Reports to: Director of Public Services** | **Classification: Exempt, Salary Grade 12**<br>**$35.9k-&47.8k Annually** |
| **Date Prepared: March 3, 2011** | **Approved by Board: _____** |

**GENERAL POSITION SUMMARY:**

Responsible for the development, implementation, and management of all aspects of the City of Starkville's GIS system, including strategic and long-range plans. Performs relatively complex computerized drafting and design, mapping, , surveying, planning, and oversight. Provides technical support of a variety of projects involving public infrastructure and facilities in the Public Services Department.

**ESSENTIAL JOB FUNCTIONS:**

1. Provide design and drafting services for assigned projects and activities using AutoCAD or other drafting programs.
2. Prepare and keep updated maps, including but not limited to: lot numbers, addresses, streets, sanitary/storm sewers, waterlines, zoning, etc. by using appropriate land development software.
3. Coordinate the City's GIS mapping and information system, including administration and maintenance of GIS data bases. These functions will be closely coordinated through the IT department.
4. This position will take a lead role in the development of an information infrastructure to support data sharing and cross-departmental, multipurpose operations as related to GIS services.
5. Provides information and support to other departments relative to GIS projects, including coordination and prioritization of projects. May work with outside agencies and businesses as may be relevant for GIS solutions based on direction from the Department Head.
6. Communicates with citizens and/or developers to correctly handle questions or concerns.
7. Store and log maps, plans, and files for permanent record.
8. Perform elevation checks and be able to do calculations associated with such.
9. Lead the planning and implementation of assigned projects.
10. Define project tasks and resource requirements.
11. Develop full scale project plans.
12. Clearly communicate roles, expectations, and accountabilities to all team members on a regular basis.
13. Build and maintain effective working relationships with the Project Team, and with external stakeholders.
14. Plan and schedule project timelines.
15. Track project deliverables using appropriate tools and evaluate schedule impacts arising from sourcing decisions.
16. Will have indirect responsibility for team members' completion of tasks to project plan.
17. Constantly monitor and report on progress of the project to all stakeholders.
18. Implement and manage project changes and interventions to achieve project outputs.
19. Project evaluations and assessment of results.

**OTHER FUNCTIONS:**

1. Perform other duties as assigned or directed.
2. Attend meetings, training, and workshops as may be required.

**EDUCATION AND/OR EXPERIENCE REQUIRED:**

1. ***(Required)*** Associates Degree in Civil Engineering Technology, Engineering-related drafting, geoscience, geography, computer science, landscape architecture or related field with at least 15 credit hours or one year experience in GIS operations. ***(Preferred)*** Bachelor's Degree in above fields, or equivalent combination of education and experience in GIS operations.
2. Knowledgeable in computer-aided drafting and design and software as related to civil engineering and surveying fields.
3. Familiarity with surveying equipment and ability to assist with basic topographical surveys.
4. Competent in performing basic engineering/surveying calculations and the preparation of reports and field notes.
5. Knowledge of both theoretical and practical aspects of project management techniques and tools, including software.
6. Proven experience in influencing and leading decision making processes.
7. Experience in conflict management and negotiations.
8. Must have valid MS Driver's License and acceptable MVR

**PHYSICAL DEMANDS:**

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

- While performing the duties of this job, the employee is frequently required to stand, walk, talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl.
- The employee must frequently lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Duties require sufficient mobility to work in a typical office setting and use standard office equipment, including a computer, vision sufficient to read printed materials and a VDT screen, hearing and speech sufficient to communicate in person or over the telephone, and sufficient mobility to inspect various City sites.

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

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

***Regular and consistent attendance is a condition of continuing employment.***

## AN ORDER TO MOVE INTO CLOSED SESSION

There came for consideration the matter of the approval of a motion to move into a closed determination session. After discussion,

and upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Eric Parker,

The members of the Board present and voting moved unanimous approval of the motion to move into a closed determination session.

**26.**

## AN ORDER TO MOVE INTO EXECUTIVE SESSION

There came for consideration the matter of the approval of a motion to move into executive session for the purpose of the discussion of pending litigation, land acquisition, personnel and potential litigation. After discussion,

and upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, the members of the Board present and voting moved unanimous approval of the motion move into executive session for the discussion for the purpose of the discussion of pending litigation.

**27.**

## A MOTION TO APPROVE THE ASSET ACQUISITION AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI AND THE BLUEFIELD WATER ASSOCIATION AND TO AUTHORIZE THE MAYOR ON BEHALF OF THE CIY OF STARKVILLE TO EXECUTE THE DOCUMENT WITH THE CHANGES AS PRESENTED BY COUNSEL BRETT HARVEY

There came for consideration the matter of approving the Asset Acquisition Agreement by and between the City of Starkville, Mississippi and the Bluefield Water Association and to authorize the Mayor on behalf of the City of Starkville to execute the document with the changes as presented by Counsel Brett Harvey. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, the members of the Board present and voting moved unanimous approval of the Asset Acquisition Agreement by and between the City of Starkville, Mississippi and the Bluefield Water Association and to authorize the Mayor on behalf of the City of Starkville to execute the document with the changes as presented by Counsel Brett Harvey.

**ASSET ACQUISITION AGREEMENT**

**DATED AS OF _____**

**BY AND BETWEEN**

**CITY OF STARKVILLE, MISSISSIPPI**

**AND**

**BLUEFIELD COMMUNITY WATER ASSOCIATION**

# ASSET ACQUISITION AGREEMENT

**THIS ASSET ACQUISITION AGREEMENT** (the "Agreement") is made and entered into as of the ____ day of _____, 2011, by and among **CITY OF STARKVILLE, MISSISSIPPI,** a municipal corporation ("the City"), and **BLUEFIELD COMMUNITY WATER ASSOCIATION** ("Bluefield"), a nonprofit water association.

## Recitals

1. Bluefield desires the City to acquire, and the City wishes to acquire from Bluefield, substantially all of the assets comprising Bluefield's business of providing water to customers within its certificated area.

2. The City and Bluefield wish to set forth herein the terms and conditions upon which such acquisition shall proceed.

## Agreement

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

### ~~(a)~~ Article 1 – Acquisition of Assets

(i) Acquisition. On and subject to the terms, conditions, representations and warranties of this Agreement, Bluefield shall sell, assign, transfer, convey and deliver to the City effective as of the Closing Date (as hereinafter defined) and the City or its designee shall acquire, effective as of the Closing Date, all of Bluefield's right, title and interest in, to and under the Acquired Assets (as hereinafter defined), subject to the conditions set forth herein, for the consideration specified below in Section 1.4. It is the intent of the parties that the conveyance of the Acquired Assets to the City be an absolute conveyance in effect as well as form. After the completion of the transactions contemplated herein, Bluefield will not have legal or equitable interest or any other claim or interest in any of the Acquired Assets.

(ii) Acquired Assets. As used herein the term "Acquired Assets" means all the business, properties, assets, contracts, goodwill and rights of Bluefield of whatever kind and nature, tangible or intangible, owned, held, enjoyed or operated by Bluefield for the operation of Bluefield's business of providing water to customers (the "Business") within an area defined by a Certificate of Convenience and Necessity issued by the Mississippi Public Service Commission (the "Certificated Area") on the date hereof or on the Closing Date, and listed below:

(A) The plant, fixtures, equipment and other personal property of Bluefield, together with all manuals, warranty rights and maintenance records relating thereto, if any (collectively, the "Plant, Fixtures, and Equipment"). The Plant, Fixtures, and Equipment shall include, but are not limited to, all water pipes, water meters,

wells, hydrants and other water infrastructure owned or used by Bluefield. If it is determined by the City and/or Bluefield after the Closing Date that any plant, fixture, equipment or other item of personal property of the Business was not transferred to the City, Bluefield, at City's request, shall promptly transfer the same to the City without additional charge by means of an appropriate conveyance (deed, bill of sale or assignment) in form and substance reasonably satisfactory to the City.

(B) All real property owned or used by Bluefield in the conduct of its Business, including but not limited to all property owned in fee simple by Bluefield and any and all easements or rights of way held by Bluefield.

(C) All customer, supplier and mailing lists for customers and suppliers together with any books of account, files, invoices, correspondence to and from customers and suppliers, and other information and data owned or prepared by Bluefield for use in the Business as of the Closing Date with respect to customers or suppliers of the Business.

(D) All of Bluefield's right, title and interest in and to all federal, state, local or foreign governmental and regulatory permits, licenses, franchises, approvals, certificates, certificates of occupancy, orders, authorizations, concessions and grants required by applicable law or agency for the Business which can lawfully be assigned ("Permits"). The Permits shall include, but are not limited to, Bluefield's Certificate of Convenience and Necessity issued by the Mississippi Public Service Commission. If it is determined by the City and/or Bluefield after the Closing Date that any Permit was not transferred to the City, Bluefield and its undersigned representatives agree that they will take all such steps as are reasonably required to facilitate the transfer of said Permit.

(E) All of Bluefield's right, title and interest in and to all material contracts, leases, indentures, purchase orders, agreements, commitments and all other legally binding arrangements for the Business, whether oral or written which Bluefield is a party or by which Bluefield is bound (collectively, the "Contracts") to the extent the Contracts can be lawfully assigned.

(F) The name "Bluefield Community Water Association, Inc.", or any successor thereto.

(G) All of Bluefield's cash on hand, including but not limited to all funds held in any bank account or certificate of deposit; and

(H) All other assets not heretofore mentioned, whether tangible or intangible, owned or leased by Bluefield and used in connection with the operations of the Business.

(iii) Schedule of Assets. On or before Closing Date, Bluefield shall deliver to the City a list of all assets described in Section 1.2 above for the Acquired Assets. The list shall generally describe the water infrastructure, cash on hand, permits and real property being acquired by the City; particularized descriptions shall be required only for the office equipment and other personal property being acquired by the City. Bluefield shall certify that, to the best of its knowledge after reasonable inquiry, said list of assets is true, correct and

complete. If the City deems it necessary, the City shall conduct a physical inventory with Bluefield of the scheduled Acquired Assets owned by Bluefield on or before the Closing Date. If requested by the City, on the Closing Date, Bluefield shall re-certify that the list of assets set forth in Section 1.2 remains true, correct and complete. The City shall acknowledge receipt of the Acquired Assets on the Closing Date.

(iv) Consideration for Acquisition. The aggregate consideration for the Acquired Assets (the "Consideration") shall consist of the following:

(A) The City agrees to assume the outstanding debt of Bluefield to the United States Department of Agriculture ("USDA Rural Development"), subject to the parties obtaining any and all regulatory approvals required for the transfer of said debt. As set forth below, obtaining said approvals shall be a condition precedent to the closing of this acquisition; and

(B) The City agrees to assume any other debts or obligations incurred by Bluefield in the normal course of its Business prior to the Closing Date.

(C) The City agrees to continue to provide potable water service to all water customers actually served by Bluefield as of the Closing Date. All such customers will be charged the same per gallon rate as is charged to water customers residing within the City's municipal boundaries at the time said water is purchased.

(D) The City may at some future time extend potable water service to additional retail customers within Bluefield's Certificated Area who were not actually served as of the Closing Date. Should this occur, the City will charge said additional retail customers the same per gallon rate as is charged to water customers residing within City's municipal boundaries at the time said water is purchased. The City will abide by all legal requirements to provide service within the Certificated Area, however, this Agreement does not impose any additional obligation upon the City to extend service to customers who were not served as of the Closing Date.

(v) Allocation of Costs. Bluefield shall be responsible for all costs of operating the Business, including utilities usage and employee compensation and related costs, through the Closing Date (including the Closing Date).

(vi) Billing of Customers. All billings to Bluefield's customers for the period which includes the Closing Date shall be pursuant to Bluefield's normal billing cycle. All billings to Bluefield's customers for the period which includes the Closing Date shall be by the City but pursuant to Bluefield's normal billing cycle. All revenue relating to such billings (i.e., those which include the Effective Date) shall be allocated and paid to the City. To effectuate this agreement, Bluefield agrees to deliver to the City all customer lists, billing records, and other such data as may be reasonably required at least sixty (60) days prior to the Closing Date, or as soon as is reasonably possible following the approval and execution of this Agreement, and to provide such advice and assistance as may be required to facilitate the changeover in billing.

(vii) Deposit. The City shall pay no earnest money deposit to Bluefield.

(viii) Closing Date. The closing of the transactions contemplated by this Agreement (hereinafter called the "Closing") shall take place at City Hall in Starkville, Mississippi commencing at 9:00 a.m. Central Standard Time at the later of: (i) April 11, 2011; or (ii) the second business day following the satisfaction or waiver of all Conditions Precedent to the obligations of the parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective parties will take at Closing itself); or (iii) such other date as the parties may determine by written mutual agreement (the "Closing Date").

(ix) Conditions on The City's Obligation to Close. The City's obligation to complete the Closing shall be contingent only on the satisfaction of conditions set forth in Article 3 of this Agreement

(x) Transactions To Be Effected at the Closing. At the Closing:

(A) Bluefield, as appropriate, shall deliver to the City (i) appropriately executed instruments of transfer and conveyance relating to the Acquired Assets in form and substance satisfactory to the City and its counsel, (ii) the various Permits, certificates, instruments and documents referred to herein, (iii) a certificate from the Board of Directors of Bluefield attesting that information contained in all Representations, Warranties, and Schedules to this Agreement remains fully and completely accurate as of the Closing Date, or attesting to such amendments or modifications of said information as will render it fully and completely accurate as of the Closing Date; and (iv) such other documents as the City or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the agreements set forth in this Agreement.

(B) The City shall deliver to Bluefield (i) appropriately executed bills of sale, assignments and other instruments of transfer and conveyance relating to the Acquired Assets in form and substance satisfactory to the Bluefield and its counsel, and (ii) such other documents as Bluefield or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the agreements set forth in this Agreement.

(xi) Dismissal of Litigation. Upon Closing of this Agreement, the City and Bluefield agree to execute and file a Stipulation of Dismissal, authorizing dismissal of all claims by Bluefield against City that were raised in, or that relate to the subject matter of, *Bluefield Water Association, Inc. v. City of Starkville*, Civil Action No. 1:08-cv-0050(WAP)(JAD) (N.D. Miss.). If Bluefield fails to execute said Stipulation within three (3) working days following the Closing Date, City at its sole option may terminate and revoke this Agreement in its entirety, rendering all transactions herein null and void, by notifying Bluefield of termination within twenty-one (21) days of the Closing Date.

(xii) Authorizations. The City and Bluefield agree to obtain all necessary authorizations from their respective boards and chief executive officers in order to legally bind the parties to the terms of this Agreement. The City hereby certifies that its Board of Aldermen has adopted a resolution approving the terms of this Agreement and authorizing the Mayor to execute this Agreement on the City's behalf. Bluefield hereby certifies that it has adopted resolutions reflecting the approval of its membership and board of directors of

the terms of this Agreement and authorizing its President to execute this Agreement on Bluefield's behalf. Copies of these resolutions are attached hereto and incorporated as if fully set forth herein.

(xiii) Further Acts. On the Closing Date and as may be required from time to time after the Closing Date, the parties will execute and deliver all such other documents, including, but not limited to, any bills of sale, assignments, instruments of conveyance and transfer or assurances, and take and do any other actions and things as may be necessary to vest, perfect or confirm of record or otherwise in the City any and all of Bluefield's right, title and interest in and to the Acquired Assets and to otherwise consummate this Agreement and the transactions contemplated hereby.

(b) **Article 2 - Covenants**

The City and Bluefield agree as follows with respect to the period between the execution of this Agreement and the Closing Date or the date, if any, on which this Agreement is earlier terminated pursuant to Article 4 hereof, or under other express right of termination provided elsewhere in this Agreement, unless the other party shall otherwise consent in writing (which consent shall not be unreasonably withheld or delayed) or except as otherwise specifically contemplated by this Agreement.

(i) Interim Operations of Bluefield. Bluefield covenants and agrees with the City that, except as otherwise specifically contemplated by this Agreement, or with the prior written consent of the City, after the date hereof and prior to the Closing, the Business shall be conducted only in the ordinary course of business and, to the extent consistent therewith, Bluefield shall preserve intact the Business, including, without limitation, its business organization, properties and goodwill, and use its reasonable efforts to (i) maintain satisfactory relationships with customers, suppliers, employees, lessors, licenses, distributors, business associates and others having business dealings with it such that such relationships will not be impaired or adversely affected in any way; and (ii) keep available until the Closing the services of the present officers and employees of the Business.

(ii) Access to Information. Upon request, Bluefield shall: (i) provide to the City and the City's officers, directors, employees, accountants, counsel, auditors and other authorized representatives ("Authorized Representatives") reasonable access during normal business

hours throughout the period prior to the Closing or the date of termination of this Agreement, the Acquired Assets and the books, files and records of the Business, including, but not limited to, all offices, properties, business plans, Tax Returns, accounting records, contracts, and other documents associated with the operation and maintenance of the Acquired Assets, (ii) furnish to the City and its Authorized Representatives such financial and operating data and other information as such persons may reasonably request and (iii) instruct Bluefield's employees and counsel to cooperate with the City in its investigation of the Business of Bluefield. Without limiting the foregoing, Bluefield shall cooperate and provide the City and its Authorized Representatives with all relevant information required by the City or any of the foregoing persons for the purpose of ensuring that the business conducted by Bluefield complies with, and does not raise material liability risks under, applicable laws and regulations, including, without limitation, the Mississippi Public Service Commission and other applicable laws, regulations, and policies. Unless otherwise required by law and until the Closing, the City and its representatives will hold any such information which is nonpublic in confidence in accordance with the provisions of Section 2.5 of this Agreement.

(iii) No Solicitation. After the date hereof and prior to the earlier of Closing or termination of this Agreement, the City and its assigns shall have the exclusive right to consummate the transactions contemplated in this Agreement. Bluefield agrees that, after the date hereof and prior to the earlier of the Closing Date or the termination of this Agreement, it shall not, and shall not authorize or permit any of Bluefield's directors, officers, employees, agents or representatives, directly or indirectly, to solicit, initiate or encourage (including by way of furnishing or disclosing non-public information) any inquiries or the making of any proposal with respect to any merger, consolidation or other business combination involving Bluefield or the acquisition of all or substantially all of the assets or capital stock of Bluefield (an "Acquisition Transaction") or negotiate, explore or otherwise engage in discussions with any person (other than the City or its directors, officers, employees, agents and representatives), or enter into any agreement, with respect to any Acquisition Transaction or enter into any agreement, arrangement or understanding requiring it to abandon, terminate or fail to consummate the transaction contemplated by this Agreement;

(iv) Approvals and Consents; Cooperation; Notification.

(A) Bluefield and the City shall use their respective commercially reasonable efforts, and cooperate with each other, to give any notices and obtain as promptly as practicable, all necessary authorizations, approvals, consents, exemptions or waivers of third parties and Governmental Entities, make all necessary governmental filings, and obtain the satisfaction of the conditions specified in Article (c) below required in order to consummate the transactions contemplated by this Agreement.

(B) Bluefield shall give prompt notice to the City of the occurrence of any material adverse change in the properties, assets, results of operations or financial condition of the Acquired Assets (a "Material Adverse Change"). Each of Bluefield and the City shall give prompt notice to the other of the occurrence or

failure to occur of an event that would, or, with the lapse of time would, cause any condition to the consummation of the transactions contemplated by this Agreement not to be satisfied**.**

(C) Between the date of this Agreement and the Closing Date, each party shall promptly notify the other in writing if it becomes aware of any fact or condition that causes or constitutes a breach of this Agreement or would render false any representation in this Agreement.

(v) Confidential Information.

(A) While much of the information furnished in the course of this contemplated transaction may be subject to public disclosure, Bluefield and the City acknowledge that each party may furnish to the other certain specified data, information and records which are or may be confidential ("Confidential Information"). Bluefield and the City agree that all such Confidential Information will remain proprietary to its owner and will be held in strict confidence by such other party. Bluefield and the City agree that each party shall take such steps as are reasonably necessary to promptly inform the party opposite that any information provided or requested is Confidential Information.

(B) Provided that each person to whom any Confidential Information is disclosed shall be required by the disclosing party to maintain such information in strict confidence, (i) Bluefield and the City shall be permitted to disclose Confidential Information to their professional advisors as necessary to consult with such advisors regarding the transactions contemplated hereby; (ii) Bluefield shall be permitted to disclose Confidential Information to its directors, officers and key employees; (iii) the City shall be permitted to disclose Confidential Information to its Board of Aldermen, Mayor, and key employees; (iv) Bluefield and the City may disclose Confidential Information if required by legal process or by operation of applicable law (but only to the extent required). The City and Bluefield agree to only disclose such Confidential Information as is reasonably necessary. The City and Bluefield further agree to take any and all reasonable precautions which may be necessary or appropriate to maintain the confidentiality of the Confidential Information; and

(C) In the event the transactions contemplated hereby are not consummated, all Confidential Information, including all copies thereof, shall be returned to its owner, and such Confidential Information shall continue to be held in strict confidence.

(vi) Obligations Concerning Employees. Bluefield and the City agree that City shall have no obligation to employ or retain any employee(s) or independent contractor(s) of Bluefield.

(vii) Personal Items. Bluefield shall provide the City with a complete list of any and all personal items to be removed from any of the business premises of Bluefield prior to Closing.

(viii) Best Efforts. Subject to the terms and conditions of this Agreement, the City and Bluefield will use their best efforts to take, or cause to be taken, all action and to do, or cause to be

done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. The City and Bluefield shall each furnish to one another and to one another's counsel all such information as may be required in order to accomplish the foregoing actions.

(c) **Article 3 - Conditions**

(i) Conditions to the Obligations of The City. The obligation of the City to consummate the transactions and actions contemplated by this Agreement are subject to the satisfaction (or written waiver by City) on or before the Closing Date of the following further conditions. The City may waive in whole or in part any condition specified in this Section 3.1 by providing written notice of such waiver to Bluefield at or prior to the Closing.

(A) The representations of Bluefield set forth in Section 3.2 and elsewhere herein shall be true and accurate at and as of the Closing with the same effect as if made at and as of such time;

(B) Bluefield shall have performed or complied in all material respects with all of its agreements and covenants contained in Article 2 of this Agreement required to be performed or complied with by it at or prior to the Closing;

(C) All action (including notifications and filings) that shall be required to be taken by Bluefield in order to consummate the transactions contemplated by this Agreement shall have been taken, including, but not limited to, the procurement of all third party and governmental consents or Permits required to be provided or obtained by Bluefield under this Agreement.

(D) All the contingencies set forth in Sections 1.13 shall be satisfied; and

(E) The City shall have received all authorizations, consents, exemptions, waivers and approvals of third parties and Governmental Entities required to be provided or obtained by Bluefield in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including, but not limited to, all of the Permits shall be freely transferable to the City.

(ii) Representations of Bluefield. As set forth in Section 3.1.1 herein, Bluefield hereby certifies that the following representations are true and accurate to the best of its knowledge as of the date of execution of this Agreement. Bluefield further agrees to notify the City promptly and in writing prior to the Closing if it becomes aware of any event that materially alters any of the following representations, or otherwise causes any representation not to be true and accurate. The following representations shall not create any basis for individual liability against any officer, director, or member of Bluefield.

(A) Organization. Bluefield is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi and has all

requisite corporate power and authority to own, operate and lease its properties and assets and to carry on its business as now being owned and conducted. Bluefield is duly qualified to do business and is in good standing in each jurisdiction in which the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or to be in good standing would not, individually or in the aggregate, have a material adverse effect on the business, assets or financial condition of Bluefield taken as a whole.

(B) Permits and Certificates. Bluefield has full legal authority to operate as a supplier of water to customers within an area described in a Certificate of Convenience and Necessity issued by the Mississippi Public Service Commission, including all necessary Permits and authorizations from all regulatory agencies having authority or jurisdiction over its Business.

(C) Authorization. Bluefield is duly authorized to transact business in the State of Mississippi, has the power to own the Business and the full corporate power and authority to execute and deliver this Agreement, and to enter into, perform and consummate the transactions and obligations contemplated hereby. Without limiting the generality of the foregoing, the execution and delivery of this Agreement by Bluefield, the performance by Bluefield of its obligations hereunder and the consummation by Bluefield of the transactions contemplated hereby have been duly and validly authorized by Bluefield, have been approved by Bluefield and have been approved as otherwise required by Bluefield's certificate of formation and operation agreement, each as such may have been amended. Except for the approval of this Agreement by Bluefield's members, no other corporate proceeding on the part of Bluefield is necessary for the execution and delivery of this Agreement by Bluefield, the performance of Bluefield's obligations hereunder or the consummation by Bluefield of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Bluefield and constitutes a legal, valid and binding obligation of Bluefield, enforceable against Bluefield in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or by the availability of equitable remedies generally.

(D) Litigation. Excepting (1) the litigation in *Bluefield Water Association, Inc. v. City of Starkville*, 1:08-cv-0050 (N.D. Miss.), and (2) proceedings before the Mississippi Public Service Commission brought by Herman Ashford; there is no action, suit, proceeding, claim, audit, investigation, review or inquiry pending or, to the best knowledge of Bluefield, threatened, involving Bluefield, or with respect to the activities of any officer, director or employee of Bluefield by or before any Governmental Entity. Excepting the above-listed matters, Bluefield is not (i) subject to any outstanding injunction, order, writ, judgment, ruling, charge or decree, (ii) a party or, to the knowledge of Bluefield, is threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in or before any court or quasi judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator.

(E) No Violation of Environmental Laws. The City has undertaken due diligence to assess any potential environmental conditions or violations connected to the Acquired Assets. Bluefield affirms that it has no knowledge of any actual or claimed violation of environmental law or presence of any potentially hazardous environmental condition, and agrees to immediately inform the City should it become aware of any such actual or claimed violation prior to the Closing Date.

(F) Employee Benefits. Bluefield has no plan or arrangement for employee benefit plans.

(G) Financial Statements. Bluefield has delivered copies to City of Bluefield's financial statements (collectively the "Financial Statements") including, but not limited to, combined unaudited balance sheets and statements of income for fiscal years 2000 through 2010. The Financial Statements (including the notes thereto) are true, correct and complete in all material respects as of the date hereof and will thus remain at the Closing Date.

(H) Events Subsequent to Most Recent Fiscal Year End. Since July 2010: (1) There has not been any material adverse change in the Business, financial condition, operations, results of operations, or future prospects of Bluefield taken as a whole (a "Material Adverse Change"); (2) Bluefield has not entered into or agreed to enter into any new or amended contract with any of the key employees, officers or directors thereof or otherwise increased the compensation payable to the key employees, officers or directors of any such entity outside the ordinary course of business; and (3) Bluefield has not (a) entered into or amended any bonus, incentive compensation, deferred compensation, profit sharing, retirement, pension, group insurance, severance or termination indemnity or other benefit plan except as required by law or regulations or (b) made any contribution in excess of the normal contributions made in prior corporate years to any such plan except for contributions specifically required pursuant to the terms thereof.

(I) Condition of Acquired Assets. The Acquired Assets have been maintained in accordance with normal industry practice, are in good operating condition and repair (subject to normal maintenance, wear and tear), and are suitable for the purposes for which they presently are used and presently are proposed to be used.

(J) Absence of Undisclosed Liabilities. Bluefield does not have any liability (whether absolute, accrued or contingent), except: (i) liabilities set forth on the face of the most recent balance sheet or reflected in the notes thereto; (ii) liabilities incurred since the most recent fiscal month end in the ordinary course of business; (iii) liabilities which, individually or in the aggregate, are not required under GAAP to be set forth on the balance sheet of Bluefield; and (iv) liabilities incurred after the date hereof as specifically permitted by this Agreement.

(K) Title to Acquired Assets. Bluefield has no knowledge of any right, claim, or defect that would impair its ability to convey good, valid and marketable title to all the Acquired Assets which constitute all of the assets and interests that are necessary or used in the Business of Bluefield.

(L) Adequacy of Representations and Warranties. Neither this Agreement, nor any Schedule hereto, nor any certificate, document or instrument furnished or to be furnished to City by Bluefield, nor any representation and warranty furnished or to be furnished to City by Bluefield pursuant thereto or in connection with the negotiation, execution or performance of this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein in light of the circumstances in which they are made not misleading.

The City may waive (in whole or in part) any condition specified in this Section 3.1 or Section 3.2 by providing written notice of such waiver to Bluefield at or prior to the Closing.

(iii) Conditions to the Obligations of Bluefield. The obligations of Bluefield to consummate the transactions and actions contemplated by this Agreement are subject to the satisfaction (or written waiver by Bluefield) on or before the Effective Date of the following further conditions.

(A) The representations of the City as set forth in Section 3.4 and elsewhere in this Agreement shall be true and accurate at and as of the Closing with the same effect as if made at and as of such time (other than those representations and warranties that specifically address matters only as of a particular earlier date or only with respect to a specific earlier period of time which need only be true and accurate as of such date or with respect to such period);

(B) The City shall have performed or complied in all material respects with all of its agreements and covenants contained in this Agreement required to be performed or complied with by the City at or prior to the Closing;

(C) All actions (including notifications and filings) that shall be required to be taken by the City in order to consummate the transactions contemplated by this Agreement shall have been taken;

(D) Bluefield shall have received all authorizations, consents, and approvals of governments and governmental agencies required to be provided or obtained by the City, in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (if any).

(iv) Representations of The City. As set forth in Section 3.3.1 herein, the City hereby certifies that the following representations are true and accurate to the best of its knowledge as of the date of execution of this Agreement. The City further agrees to notify Bluefield

promptly and in writing prior to the Closing if any event materially alters any of the following representations, or otherwise causes any representation not to be true and accurate. The following representations shall not create any basis for individual liability against any officer, official, or employee of the City.

(A) Organization. The City is a municipality organized under the laws of the State of Mississippi and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(B) Authorization; Validity of Agreement; Necessary Action. The City has full power and authority to execute and deliver this Agreement and to consummate the transactions and obligations contemplated hereby. No other authoritzation or proceeding on the part of the City is necessary for the execution and delivery of this Agreement by the City, the performance by it of its obligations hereunder and the consummation by the City of the transactions contemplated hereby.

(C) Consents and Approvals; No Violations. Neither the execution, delivery or performance of this Agreement by the City nor the consummation by the City of the transactions contemplated hereby nor compliance by the City of the transactions contemplated hereby nor compliance by the City with any of the provisions hereof will (i) violate or conflict with any provision of the organizational documents, articles of incorporation, ordinances and/or the bylaws of the City, each as amended, (ii) conflict with, result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default under, result in acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or other arrangement or obligation to which the City is a party or by which the City may be bound, or which any of the City's properties or assets are subject, (iii) violate or conflict with any order, writ, judgment, injunction, decree, charge, constitution, law, statute, rule or regulation or other restriction of any government, governmental agency or court to which City or any of its properties or assets are subject, (iv) require on the part of the City any filing or registration with, notification to, or authorization, consent or approval of, any governmental or regulatory authority except as may be required by applicable United States and/or Mississippi statutes or regulations regarding the operation of utility companies, or (v) create any liens upon any properties, assets or rights of the City.

Bluefield may waive (in whole or in part) any condition specified in this

Section 3.3 or Section 2.4 by providing written notice of such waiver to the City at

or prior to the Closing.

(d) **Article 4 - Termination**.

(i) Termination of Agreement. The City and Bluefield shall each use their best efforts to close the transactions contemplated by this Agreement. Notwithstanding anything herein to the contrary, this Agreement may be terminated and the transactions contemplated by this Agreement abandoned at any time prior to the Closing only as provided below:

(A) By the mutual written consent of Bluefield and the City;

(B) By either Bluefield or the City, if the Closing shall not have occurred on or prior to April 11, 2011 or such later date as mutually agreed to in writing by the City and Bluefield; provided, however, that the right to terminate this Agreement under this Section 4.1.2 shall not be available to any party if the failure of the Closing to occur on or before the date specified above results primarily from such party materially breaching any representation, warranty, covenant, term or condition contained in this Agreement, failing to fulfill or observe any of its obligations under this Agreement or if such party is not ready, willing and able to perform its obligations under this Agreement. Such right of termination shall be exercised by written notice of termination given by the terminating party to the other parties in the manner hereinafter provided.

(C) By the City, if (i) any of the conditions set forth in Section 3.1 or Section 3.2 of this Agreement are not met as of the Closing Date, or (ii) Bluefield has failed to substantially comply with any of the Covenants set forth in Article 2 herein.

(D) By Bluefield, if (i) any of the conditions set forth in Section 3.3 or Section 3.4 of this Agreement are not met as of the Closing Date; or (ii) the City has failed to substantially comply with any of the Covenants set forth in Article 2 herein.

(E) By the City, if Bluefield fails to execute said Stipulation of Dismissal with Prejudice of all claims raised in, or related to the subject matter of *Bluefield Water Association, Inc. v. City of Starkville*, Civil Action No. 1:08-cv-0050(WAP)(JAD) (N.D. Miss.), within three (3) working days following the Closing Date and City provides written notice of termination within twenty-one (21) days of the Closing Date.

(ii) Effect of Termination. Termination of this Agreement as provided in this Article 4 or under any other express right of termination provided elsewhere in this Agreement shall terminate this Agreement and all obligations and rights of the parties under this Agreement without any liability of any party to the other party, except that the agreements in Section 2.5 and Article 4 shall survive termination. The parties acknowledge and agree that upon any such termination of this Agreement, the rights of the parties set forth in this Section 4.2 shall be the sole and exclusive remedy of the parties and the parties shall not have the right to pursue any other remedy at law, in equity or otherwise in respect of this Agreement and the transactions contemplated hereby, with all such rights being waived to the fullest extent permitted by applicable law. Nothwithstanding and except as provided below, no termination of this Agreement pursuant to Section 4.1 or under any other express right of termination provided

elsewhere in this Agreement, shall operate to release any party from any liability to any other party for damages incurred before the date of such termination.

(A) In the event this Agreement is terminated by Bluefield pursuant to Section 4.1.4 or Section 4.1.5, Bluefield (as its sole recourse at law and in equity) shall accept the sum of $1,000.00 as liquidated damages which shall operate as a complete release of the City by Bluefield for which the amounts forfeited shall constitute full and adequate consideration, for any and all damages, whether known or unknown, incurred by Bluefield with respect to the transaction set forth herein and any matters relating or connected thereto.

(B) In the event this Agreement is terminated by the City pursuant to Section 4.1.3, the City (as its sole recourse at law and in equity) shall have the right to require either specific performance of Bluefield or accept the sum of $1,000.00 as liquidated damages which shall operate as a complete release of Bluefield by the City and constitute full and adequate consideration, for any and all damages, whether known or unknown, incurred by the City with respect to the transaction set forth herein and any matter relating or connected thereto.

(C) In the event that this Agreement is terminated by any provision of this Agreement other than those listed in Section 4.2.1 or Section 4.2.1, then there shall not be any liability to any party.

(D) The foregoing limitations on liability shall not operate to impair Bluefield's ability to resume litigation of *Bluefield Water Association, Inc. v. City of Starkville*, Civil Action No. 1:08-cv-0050(WAP)(JAD) (N.D. Miss.), or to limit the ability of Bluefield or the City of Starkville to recover any damages or other relief based on the claims or defenses raised therein, should the transaction contemplated in this Agreement not be finally consummated.

(iii) Waiver. At any time prior to the Closing Date, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

(e) **Article 5 - Post Closing Covenants**

(i) Litigation Support. In the event and for so long as any party actively is contesting or defending any action, suit, proceeding, hearing, investigation, audit, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving Bluefield, each of the other parties will cooperate with the contesting or defending party and its counsel in the contest or defense, make available its personnel, and provide such testimony and access to its books and records as shall be

necessary in connection with the contest or defense, all at the sole cost of the expense of the contesting or defending party.

(ii) Customer Relations. Bluefield will not take any action that is designed or intended to have the affect of discouraging any licensor, customer, supplier, or other business associate of Bluefield from maintaining the same business relationships with City after the Closing as it maintained with Bluefield prior to the Closing. Bluefield will refer all customer inquiries relating to the Business to the City from and after the Closing.

(iii) Payments Received. Bluefield agrees that after Closing it will hold and will promptly, but in any event within ten (10) days, transfer or deliver to the City from time to time as and when received by it any cash, checks with appropriate endorsements, using its best efforts not to convert such checks into cash, or other property that it may receive on or after Closing which properly belongs to the City, including any account payments which belong to the City and will account to the City for all such receipts. Similarly, the City agrees to transfer any cash, checks, or other property it may receive which properly belongs to Bluefield, including any account payments which belongs to Bluefield and will account for all such receipts.

(iv) Notice and Dissolution. Bluefield and its officers and directors agree that, promptly following the Closing, they will take all steps required under the Mississippi Nonprofit Corporation Act and any other governing law to (i) dissolve Bluefield as a corporate entity; and (ii) provide notice of said dissolution to creditors or persons with potential claims against Bluefield, whether known or unknown, so as to trigger the running of all applicable statutes of limitations on any such claims.

(f) **Article 6 - Miscellaneous**

(i) Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented only by written agreement of all of the parties hereto.

(ii) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which receipt is confirmed by recipient) sent by a nationally recognized overnight courier service, such as Federal Express, or sent by registered or certified mail, postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice): Any such notice, when sent in accordance with the preceding sentence, shall be deemed to have been given and received (i) on the day personally delivered, (ii) on the third day following the date mailed, or (iii) twenty-four hours after shipment by such courier service. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(A) If to the City to: W. Brett Harvey, Phelps Dunbar LLP, 4270 I-55 North, Jackson, Mississippi 39211

(B) If to Bluefield, to: James H. Herring, Herring, Long & Crews, P.O. Box 344, 129 East Peace Street, Canton, Mississippi 39046-0344.

(iii) Interpretation. The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." The words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations and partnerships and vice versa. The phrase "to the best knowledge of", "to Bluefield's knowledge", "to the City's knowledge" or any similar phrase shall mean such facts and other information which as of the date of determination are (i) actually known to the president, mayor, or any board member of the relevant party; or (ii) a reasonable person should have been aware of such facts and other information. The phrase "made available" in this Agreement shall mean that the information referred to has been made available if requested by the party to whom such information is to be made available. The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date first set out hereinabove. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

(iv) Counterparts. This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(v) Entire Agreement; Third Party Beneficiaries. This Agreement (including the Disclosure Schedules hereto) (a) constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder other than their respective successors, permitted assigns, and officials acting in a representative capacity of the parties.

(vi) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(vii) Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.

(viii) Submission to Jurisdiction. Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or permitted assigns shall be brought and determined exclusively in federal court in the Northern District of Mississippi. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Any party may make service on the other party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 6.2 above. Nothing in this Section 6.8, however, shall affect the right of any party to serve legal process in any other manner permitted by law or in equity. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

(ix) Specific Performance. Each of the parties hereto acknowledges and agrees that in the event of any breach of the covenants or agreements contained in this Agreement, each non-breaching party would be irreparably harmed and could not be made whole by monetary damages. It is accordingly agreed that, in addition to any other remedy to which they may be entitled at law or in equity, Bluefield and the City, as the case may be, shall have the right to obtain injunctive relief to restrain any breach (or threatened breach) of, or otherwise to obtain specific performance of, the other's covenants or agreements contained in this Agreement to compel specific performance of this Agreement in any action instituted in a court of competent jurisdiction.

(x) Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided, however, that the City may (i) assign any or all of its rights and interests hereunder to one or more of its affiliates and (ii) designate one or more of its affiliates to perform its obligations hereunder (in any or all of which cases the City nonetheless shall remain responsible for the performance of all of its obligations hereunder). In furtherance of the foregoing, Bluefield will, at the City's request, execute such other documents as may be necessary to transfer all or a portion of the Acquired Assets to the City's affiliate at Closing. Any attempted assignment in violation of this Section shall be void and ineffective for all purposes. In the event of an assignment permitted by this Section, this Agreement shall bind and benefit the parties hereto and their respective successors and assigns. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

(xi) Expense. Except as otherwise provided herein, all costs and expenses incurred in connection with the Closing, this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, including fees and expenses of such party's own financial consultants, accountants and counsel, whether or not the Closing is consummated.

(xii) Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only, shall not be deemed to constitute part of this Agreement shall be given no substantive or interpretative effect whatsoever and shall in no way modify, interpret or construe the meaning or interest of the parties.

(xiii) Waiver. No action taken pursuant to this Agreement, including, but not limited to, the failure or delay to exercise any right, power or privilege, any investigation by or on behalf of any party hereto, or any single or partial exercise of any right, power or privilege, will be deemed to constitute a waiver by the party taking any such action of compliance with any representation, warranty or agreement contained herein or preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The waiver by any party hereto of any condition or of a breach of any other provision of this Agreement will not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any party of any of the conditions precedent to its obligations under this Agreement will not preclude it from seeking redress for breach of this Agreement other than with respect to the condition so waived.

(xiv) No Consequential Damages. Except as otherwise provided herein, Bluefield shall not be liable to City, nor the City to Bluefield for special, indirect, consequential, or punitive damages as a result of any failure to close or any other default or breach hereunder, including failure or breach of any representation or warranty or covenant, and neither Bluefield nor City shall make any claim for such damages.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed individually or by their respective authorized officers as of the date first written above.

**CITY OF STARKVILLE, MISSISSIPPI**

By: _____

Print Name: _____

Title: _____

**BLUEFIELD WATER ASSOCIATION, INC.**

By: _____

Print Name: _____

Title: _____

**28.**

**AN ORDER TO EXIT EXECUTIVE SESSION**

There came for consideration the matter of the approval of a motion to exit executive session. After discussion,

and upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, the members of the Board present and voting moved unanimous approval of the motion to exit executive session.

**29.**

**A MOTION TO ADJOURN UNTIL 5:30 PMON TUESDAY APRIL 5, 2011**

Alderman Sandra Sistrunk, moved that the Board of Aldermen adjourn until 5:30 p.m. on Tuesday, April 5, 2011, in the Court Room of City Hall located at 101 Lampkin Street, Starkville, MS., Alderman Henry Vaughn, seconded, with the motion carrying unanimously.

| | |
|---|---|
| _____ | _____ |
| PARKER WISEMAN, MAYOR | EMMA GIBSON-GANDY,<br>DUTY CITY CLERK |

SIGNED AND SEALED THIS ___ DAY OF _____ 2011