

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

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

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

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

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA**

**Alderman Richard Corey** requested the following changes to the April 17, 2012 Official Agenda

**Add to Consent Item X-D** approval to appoint Alderman Richard Corey as ADA Board Liaison to the Commission on Disability, replacing Alderman Sandra Sistrunk upon her resignation from the Commission.

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

**Add to Consent Item IV-A** approval of the minutes of the February 21, 2012 Recess meeting of the Mayor and Board of Aldermen.

**Add to Consent Item IV-B** approval of the minutes of the March 6, 2012 Regular meeting of the Mayor and Board of Aldermen.

**Add to Consent Item X-C** approval to place stop signs and traffic calming devices along University Drive at Maxwell Street as present with selection of option 7 being funded first through the City's Contingency Fund, then Capital Improvement Funds and lastly Ending Fund as funds are available.

**Add to Consent Item X-E** approval to call for a Public Hearing on amending the Sidewalk Ordinance and the City of Starkville Code of Ordinances, Chapter 98, Article III, §98-51 et seq. to identify the need to provide sidewalks in specific designated locations and areas of development in the City. With specific language excluding Industrial Park, Miley, Airport, Pollard, and Spruill Industrial Roads, in the Industrial Park Area.

**Add to Consent Item XI-I-1** approval to advertise to fill the vacant position of Operator I in the Landscape Division of the Sanitation & Environmental Services Department.

**Add to Consent Item XI-I-2** approval to advertise to fill the vacant position of Apprentice Lineman in the Electric Department.

**Add to Consent Item XI-I-3** approval to hire Joyner Williams to fill the Temporary, Full-time Position of Building Inspector in the Building, Codes and Planning Department.

**Add to Consent Item XI-I-4** approval to promote Ronnie Betts to fill the position of Foreman in the Water/Sewer Division of the Public Services Department.

1.

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

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

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

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

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

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

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

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

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

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

I. **CALL THE MEETING TO ORDER**

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

**III. APPROVAL OF THE OFFICIAL AGENDA**

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

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

- A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE RECESS MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE FOR FEBRUARY 21, 2012.
- B. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE FOR MARCH 6, 2012.

**V. ANNOUNCEMENTS AND COMMENTS**

MAYOR'S COMMENTS: CONGRATULATIONS TO BRITTANY JACKS, DAUGHTER OF OLIVIA JACKS IN THE ELECTRIC DEPARTMENT ON HER SCHOLARSHIP FROM TVA

BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. REPORT FROM JENNIFER GREGORY PRESENTING THE REQUEST FROM THE MAIN STREET ASSOCIATION WITH THE WHITE PAPER FROM CONSULTANT FOR ENFORCEMENT OF THE TWO HOUR PARKING LIMIT ON MAIN STREET.

**VIII. PUBLIC HEARING**

*THERE ARE NO PUBLIC HEARINGS FOR THIS AGENDA*

**IX. MAYOR'S BUSINESS**

*THERE IS NO MAYOR'S BUSINESS FOR THIS AGENDA*

- \*\*\*\*\*A. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MDOT AND THE CITY OF STARKVILLE FOR THE 2012 URBAN YOUTH CORPS PROGRAM IN THE AMOUNT OF \$35,000 WITH 20% MATCHING FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE.

- \*\*\*\*\*B. CONSIDERATION OF THE APPROVAL OF A CONTRIBUTION TO THE MSU STUDIO SCHOOL CAMP PROJECT IN THE AMOUNT OF \$7,500.00.

**X. BOARD BUSINESS**

- A. REPORT ON THE STATUS OF THE RECYCLING PROGRAM IN THE CITY OF STARKVILLE.
- B. PRESENTATION BY TOBY SANFORD OF THE GTPDD ON THE STATUS OF THE REDISTRICTING PLAN FOR THE CITY OF STARKVILLE
- C. CONSIDERATION OF THE PLACEMENT OF STOP SIGNS AND TRAFFIC CALMING DEVICES ALONG UNIVERSITY DRIVE AT MAXWELL STREET.

- D. CONSIDERATION OF THE APPOINTMENT OF AN ADA BOARD LIAISON AS A REPLACEMENT FOR ALDERMAN SISTRUNK.
- E. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON AMENDING THE SIDEWALK ORDINANCE AND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III, SEC. 98-51 ET SEQ. TO IDENTIFY THE NEED TO PROVIDE SIDEWALKS IN SPECIFIC DESIGNATED LOCATIONS AND AREAS OF DEVELOPMENT IN THE CITY.
- ###F. *CONSIDERATION OF THE APPROVAL OF THE LETTER OF ENGAGEMENT FROM T.E. LOTT & ASSOCIATES FOR THE BOARD AUTHORIZED INTERNAL CONTROL ANALYSIS OF THE CITY OF STARKVILLE GRANTS, ACCOUNTS PAYABLE AND PAYROLL ACCOUNTS.*
- G. CONSIDERATION OF THE APPROVAL OF THE REORGANIZATION OF THE CITY CLERK'S OFFICE.
- H. CONSIDERATION OF THE APPROVAL OF A CONTRACT WITH TAYLOR ADAMS FOR A COOPERATIVE PURCHASING AGREEMENT, AN INTERLOCAL AGREEMENT AND RESOLUTION WITH THE CITY OF COLUMBUS FOR COOPERATIVE PURCHASING AUTHORITY.
- ###I. CONSIDERATION OF THE APPROVAL OF THE USE OF CITY STREET DEPARTMENT IN-KIND SERVICES FOR THE DEMOLITION OF THE STRUCTURES AND POOLS AT THE J.L. KING PARK ON BEHALF OF THE PARKS AND RECREATION COMMISSION.
- J. DISCUSSION AND CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE SAFETY HELMET ORDINANCE, 2010-6.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

*THERE ARE NO ITEMS FOR THIS AGENDA*

B. BUILDING, CODES AND PLANNING DEPARTMENT

- ### 1. CONSIDERATION TO APPROVE P&Z ITEM #PP 12-02: A REQUEST BY MICHAEL KRAKER CONSTRUCTION FOR APPROVAL OF "THE COTTAGES AT CREEKSIDE" PRELIMINARY SUBDIVISION PLAT LOCATED IN A PUD (PLANNED UNIT DEVELOPMENT) ZONING DISTRICT ON THE NORTHERN SIDE OF EAST GARRARD ROAD, WEST OF OLD WEST POINT ROAD, IN THE SOUTHWESTERN CORNER OF THE FORMER "PILKINGTON TRAILER PARK" IN WARD 5.

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 APRIL 12, 2012.

- ### 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING MARCH 31, 2012, 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 APPROVAL OF ADVANCE TRAVEL FOR WILLIAM BROOKS AND ROBBY GILLILAND TO ATTEND TRAINING IN SCOTTSBORO, ALABAMA AT A COST OF \$2,979.57.

F. ENGINEERING AND STREETS

### 1. REQUEST CONSIDERATION OF THE BIDS FOR THE SAFE ROUTES TO SCHOOL PROJECT, ACCEPTING THE LOW BIDDER CONTINGENT UPON MDOT CONCURRENCE, AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR PENDING MDOT AND THE CITY ATTORNEY'S APPROVAL.

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 TO ADVERTISE TO FILL THE VACANT POSITION OF OPERATOR 1 IN THE LANDSCAPE DIVISION OF SANITATION & ENVIRONMENTAL SERVICES.
2. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITION OF APPRENTICE LINEMAN IN THE ELECTRIC DEPARTMENT.
3. REQUEST APPROVAL TO HIRE JOYNER WILLIAMS TO FILL THE TEMPORARY, FULL-TIME POSITION OF BUILDING INSPECTOR IN THE BUILDING, CODES AND PLANNING DEPARTMENT.
4. REQUEST APPROVAL TO PROMOTE RONNIE BETTS TO FILL THE POSITION OF FOREMAN IN THE WATER/SEWER DIVISION OF PUBLIC SERVICES.

J. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. PUBLIC SERVICES

### 1. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A WATER LINE CROSSING AGREEMENT WITH TVA AT THE BUTLER ROAD SUB-STATION.

L. SANITATION & ENVIRONMENTAL SERVICES

### 1. REQUEST CONSIDERATION OF THE APPROVAL OF THE ACCEPTANCE OF THE LOWEST AND BEST BID FOR A GRAPPLE TRUCK AND ACCEPTANCE OF THE BEST AND LOWEST RATE FOR A LEASE PURCHASE AGREEMENT.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

- XIV. EXECUTIVE SESSION
  - A. PENDING LITIGATION
  - B. PROPERTY ACQUISITION
  - C. PERSONNEL
- XV. OPEN SESSION
- XVI. ADJOURN UNTIL MAY 1, 2012 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

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

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS – NO ITEMS

X. BOARD BUSINESS

\*\*\*\*\* ~~F. CONSIDERATION OF THE APPROVAL OF THE LETTER OF ENGAGEMENT FROM T.E. LOTT & ASSOCIATES FOR THE BOARD AUTHORIZED INTERNAL CONTROL ANALYSIS OF THE CITY OF STARKVILLE GRANTS, ACCOUNTS PAYABLE AND PAYROLL ACCOUNTS.~~

- I. CONSIDERATION OF THE APPROVAL OF THE USE OF CITY STREET DEPARTMENT IN-KIND SERVICES FOR THE DEMOLITION OF THE STRUCTURES AND POOLS AT THE J.L. KING PARK ON BEHALF OF THE PARKS AND RECREATION COMMISSION.

XI. DEPARTMENT BUSINESS

- A. AIRPORT – NO ITEMS
- B. BUILDING DEPARTMENT
  - 1. CONSIDERATION TO APPROVE P&Z ITEM #PP 12-02: A REQUEST BY MICHAEL KRAKER CONSTRUCTION FOR APPROVAL OF “THE COTTAGES AT CREEKSIDE” PRELIMINARY SUBDIVISION PLAT LOCATED IN A PUD (PLANNED UNIT DEVELOPMENT) ZONING DISTRICT ON THE NORTHERN SIDE OF EAST GARRARD ROAD, WEST OF OLD WEST POINT ROAD, IN THE SOUTHWESTERN CORNER OF THE FORMER “PILKINGTON TRAILER PARK” IN WARD 5
- C. OFFICE OF THE CITY CLERK
  - 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT FIRE DEPARTMENT AS OF APRIL12, 2012.
  - 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING MARCH 31, 2012, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.
- D. COURTS – NO ITEMS

- E. ELECTRIC DEPARTMENT
  - 1. REQUEST APPROVAL OF ADVANCE TRAVEL FOR WILLIAM BROOKS AND ROBBY GILLILAND TO ATTEND TRAINING IN SCOTTSBORO, AL AT A COST OF \$2,979.57.
  
- F. ENGINEERING AND STREETS
  - 1. REQUEST CONSIDERATION OF THE BIDS FOR THE SAFE ROUTES TO SCHOOL PROJECT, ACCEPTING THE LOW BIDDER CONTINGENT UPON MDOT CONCURRENCE, AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR PENDING MDOT AND THE CITY ATTORNEY'S APPROVAL.
  
- G. FIRE DEPARTMENT – NO ITEMS
- H. INFORMATION TECHNOLOGY – NO ITEMS
- I. PERSONNEL – NO ITEMS
- J. POLICE DEPARTMENT – NO ITEMS
- K. PUBLIC SERVICES
  - 1. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A WATER LINE CROSSING AGREEMENT WITH TVA AT THE BUTLER ROAD SUB-STATION.
  
- L. SANITATION AND ENVIRONMENTAL SERVICES
  - 1. REQUEST CONSIDERATION OF THE APPROVAL OF THE ACCEPTANCE OF THE LOWEST AND BEST BID FOR A GRAPPLE TRUCK AND ACCEPTANCE OF THE BEST AND LOWEST RATE FOR A LEASE PURCHASE AGREEMENT.

CONSENT ITEMS 2 - 18

**2.  
 APPROVAL OF THE MINUTES OF THE FEBRUARY 21, 2012 RECESS MEETING  
 OF THE MAYOR AND BOARD OF ALDERMEN  
 OF THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the Minutes of the February 21, 2012 Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

**3.  
 APPROVAL OF THE MINUTES OF THE MARCH 6, 2012 REGULAR MEETING OF  
 THE MAYOR AND BOARD OF ALDERMEN  
 OF THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the Minutes of the March 6, 2012 Regular Meeting of

the Mayor and Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

4.

**APPROVAL TO PLACE STOP SIGNS AND TRAFFIC CALMING DEVICES ALONG UNIVERSITY DRIVE AT MAXWELL STREET WITH OPTION 7 (STOP SIGNS - NECKDOWNS; \$10,500) BEING FUNDED FIRST BY THE CITY'S CONTINGENCY FUND, FOLLOWED BY THE CAPITAL IMPROVEMENT FUND AND LASTLY THE ENDING FUND**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to place stop signs and traffic calming devices along University Drive at Maxwell Street with option 7 (Stop Signs - neck downs; \$10,500.00) being funded first by the City's Contingency Fund, followed by the Capital Improvement fund and lastly the Ending Fund" is enumerated, this consent item is thereby approved.

5.

**APPROVAL TO APPOINT ALDERMAN RICHARD COREY AS ADA BOARD LIAISON TO THE COMMISSION ON DISABILITY REPLACING ALDERMAN SANDRA SISTRUNK UPON HER RESIGNATION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to appoint Alderman Richard Corey as ADA Board Liaison to the Commission on Disability replacing the resigning Alderman Sandra Sistrunk" is enumerated, this consent item is thereby approved.

6.

**APPROVAL TO AUTHORIZE CALLING FOR A PUBLIC HEARING ON AMENDING THE SIDEWALK ORDINANCE AND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III, § 98-51 ET SEQ. TO IDENTIFY THE NEED TO PROVIDE SIDEWALKS IN SPECIFIC DESIGNATED LOCATIONS AND AREAS OF DEVELOPMENT IN THE CITY**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to authorize calling for a Public Hearing on amending the Sidewalk Ordinance and the City of Starkville Code of Ordinances, Chapter 98, Article III, §98-51 et seq. To identify the need to provide sidewalks in specific designated locations and areas of development in the City" is enumerated; this consent item is thereby approved.

7.

**APPROVAL OF IN-KIND SERVICES PROVIDED BY THE CITY OF STARKVILLE STREET DEPARTMENT IN CONJUNCTION WITH THE DEMOLITION OF THE STRUCTURES AND POOLS AT THE J.L. KING PARK**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of In-Kind Services provided by the City of Starkville Street Department in conjunction with the demolition of the Structures and Pools at the J.L. King Park" is enumerated, this consent item is thereby approved.

8.

**APPROVAL OF PLANNING AND ZONING ITEM #PP 12-02: A PRELIMINARY SUBDIVISION PLAT LOCATED IN A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT ON THE NORTH SIDE OF EAST GARRARD ROAD, WEST OF OLD WEST POINT ROAD, IN THE SOUTHWEST CORNER OF THE FORMER "PILKINGTON TRAILER PARK" WITH 9 CONDITIONS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of P&Z Item #PP12-02: A Preliminary Subdivision Plat located in a PUD zoning district on the north side of East Garrard Road, west of Old West Point Road, in the southwest corner of the former Pilkington Trailer Park with 9 conditions" is enumerated, this consent item is thereby approved.

9 Conditions

1. The preliminary plat meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
2. The preliminary plat shall meet the minimum right-of-way and roadway dimensions as approved by the Board of Adjustments & Appeals on November 17, 2011.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
4. The applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances.
5. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate city staff prior to the commencement of any construction activities at the site.
6. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
7. All public utilities shall be in place and any non-conforming conditions noted during final inspection and shall be corrected prior to placement onto the Planning & Zoning Commission agenda.
8. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code or Ordinances.
9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.

9.

**APPROVAL OF CLAIMS DOCKET #04-17-12-B  
FOR THE CITY OF STARKVILLE CLAIMS, EXCLUDING  
FIRE DEPARTMENT CLAIMS, THROUGH APRIL 13, 2012  
IN THE AMOUNT OF \$519,117.08 IN ACCORDANCE WITH  
SECTION 17-3-1 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of Claims Docket #04-17-12-B which contains claims from all departments through April 13, 2011, except the Fire department, with all claims totaling \$519,117.08" is enumerated, this consent item is thereby approved.

**CLAIMS DOCKET  
# 04-17-12-B  
April 17, 2012**

General Fund	001	\$284,080.88
Restricted Police Fund	002	0.00
Restricted Fire Fund	003	0.00
Airport Fund	015	1,032.48
Sanitation	022	16,558.30
Landfill	023	5,261.62
Computer Assessments	107	3,827.97
Middleton Marketplace TIF Bond	125	0.00
City Bond and Interest	202	0.00
2009 Road Maint. Bond	304	28,766.61
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	45.23
Water/Sewer	400	76,772.70
Vehicle Maintenance	500	5,573.28
Hotel/Motel	610	0.00
2% (VCC, EDA, MSU)	630	0.00
Payroll Payables	681	97,198.01
Electric		0.00
<b>TOTAL CLAIMS</b>		<b>\$519,117.08</b>

**10.**

**APPROVAL TO ACCEPT THE MARCH, 2012 FINANCIALS  
FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the Acceptance of the March, 2012 Financials for the City of Starkville as presented," is enumerated, this consent item is thereby approved.

**11.**

**APPROVAL AUTHORIZING ADVANCE TRAVEL FOR WILLIAM  
BROOKS AND ROBBY GILLILAND TO ATTEND TRAINING IN  
SCOTTSBORO, ALABAMA AT A COST OF \$2,979.57**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval authorizing advance travel for William Brooks and Robby Gilliland to attend training in Scottsboro, Alabama at a cost of \$2,979.57" is enumerated, this consent item is thereby approved.

12.

**APPROVAL TO ACCEPT THE LOWEST AND BEST BID  
FOR THE SAFE ROUTES TO SCHOOL PROJECT, CONTINGENT  
UPON MDOT CONCURRENCE, AND AUTHORIZING THE MAYOR TO  
EXECUTE A CONTRACT WITH THE CONTRACTOR PENDING MDOT AND THE  
CITY ATTORNEY'S APPROVAL**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best bid for the Safe Routes to School Project, contingent upon MDOT concurrence, and authorizing the Mayor to execute a contract with the approved Contractor pending MDOT and the City Attorney's approval" is enumerated, this consent item is thereby approved.

13.

**APPROVAL TO AUTHORIZE ADVERTISING TO FILL THE VACANT POSITION  
OF OPERATOR I IN THE LANDSCAPE DIVISION OF THE SANITATION AND  
ENVIRONMENTAL SERVICES DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval authorizing advertising to fill the vacant position of Operator I in the Landscape Division of the Sanitation and Environmental Services Department" is enumerated, this consent item is thereby approved.

14.

**APPROVAL TO AUTHORIZE ADVERTISING TO FILL THE VACANT POSITION  
OF APPRENTICE LINEMAN IN THE ELECTRIC DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to authorize advertising to fill the vacant position of Apprentice Lineman in the Electric Department" is enumerated, this consent item is thereby approved.

15.

**APPROVAL TO AUTHORIZE HIRING A TEMPORARY BUILDING INSPECTOR  
IN THE BUILDING, CODES AND PLANNING DEPARTMENT FOR A PERIOD  
NOT TO EXCEED FOUR MONTHS AND WITHOUT BENEFITS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to authorize hiring a temporary Building Inspector in the Building, Codes, and Planning Department for a period not to exceed 4 months and without benefits" is enumerated, this consent item is thereby approved.

16.

**APPROVAL TO PROMOTE RONNIE BETTS TO FILL THE POSITION OF  
FOREMAN IN THE WATER/SEWER DIVISION OF THE PUBLIC SERVICES  
DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to promote Ronnie Betts to fill the position of Foreman in the Water/Sewer Division of the Public Services Department at Grade 8 Step 3; annual salary \$26,084.48 (\$12.52/hr); with the standard 6 month probationary period; upon successfully passing the MDEQ Operator II-C exam, annual salary will increase to \$27,008.51; Grade 9 Step 1 (12.98/hr) " is enumerated, this consent item is thereby approved.

17.

**APPROVAL AUTHORIZING THE MAYOR TO EXECUTE A WATER LINE CROSSING AGREEMENT WITH TVA AT THE BUTLER ROAD SUBSTATION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval authorizing the Mayor to execute a Water Line Crossing Agreement with TVA at the Butler Road Substation" is enumerated, this consent item is thereby approved.

**LICENSE AGREEMENT**

**Between**

**TENNESSEE VALLEY AUTHORITY**

**And CITY OF STARKVILLE, MISSISSIPPI**

Date: \_\_\_\_\_

Contract No.

THIS AGREEMENT, made and entered into between TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act), and the City of Starkville, Mississippi (Licensee), a municipality created and existing under and by virtue of the laws of the State of Mississippi;

**WITNESSETH:**

WHEREAS, Licensee plans to bury a water line parallel to and south of Butler Road in Oktibbeha County, Mississippi; and

WHEREAS, the center line for this water line will be 10 feet south of and parallel to the north property line of TVA's Starkville 161-kV Switching Station; and

WHEREAS, TVA is willing to permit Licensee's access to and use of a portion of TVA's Starkville 161-kV Switching Station for this purpose;

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

1. TVA hereby grants Licensee permission to enter upon and use the portion (licensed premises) of the site identified as TVA's Starkville 161-kV Switching Station set out below solely for the purpose of constructing, operating, and maintaining on the licensed premises a water line as shown on the attached, marked TVA drawing LC-47726, R11, Sheet 1 of 1. Said licensed premises are further described as follows:

A strip of land approximately 502 feet long and 10 inches wide parallel to the north boundary line of TVA's Starkville 161-kV Switching Station property line.

This permission is subject to the rights held by TVA for the Starkville 161-kV Switching Station and the terms and conditions stated in this agreement.

Any of Licensee's facilities installed on the licensed premises shall be designed, constructed, operated, and maintained by Licensee at its expense in accordance with good, modern utility practices and procedures. Licensee's facilities shall be constructed in accordance with plans and specifications satisfactory to TVA and thereafter shall be operated and maintained so as not to interfere with the safe and efficient operation of TVA's facilities and properties. Further, Licensee shall at its expense make such revisions in its facilities on and approaching the licensed premises as may, in TVA's sole judgment, be required to accommodate any revisions in TVA's facilities which TVA may deem necessary and desirable in the future.

If the rights held by TVA for the licensed premises are not sufficient to permit installation of Licensee's facilities, Licensee shall be responsible, at its own expense, for acquiring such additional rights in the affected land as may be required to permit Licensee's facilities on the licensed premises. As between the parties hereto and their permitted respective successors and assigns, the rights so acquired by Licensee in this land shall be subordinate in all respects to the rights held by TVA in the name of the United States of America, and nothing in this agreement shall be construed as a transfer or abandonment of any of the rights, title, or interest of the United States of America and TVA in and to the licensed premises.

2. TVA may terminate the permission provided in this agreement at any time after the date of this agreement by giving written notice to Licensee stating that the licensed premises, or any portion of the licensed premises, are needed by TVA for other purposes and specifying the date of termination, such notice to be given not less than 180 days prior to the date specified in the notice. Licensee may terminate this permission at any time by giving written notice to TVA specifying the date of termination, such notice to be given not less than 30 days prior to the date specified in the notice. Upon any termination of this permission, Licensee shall quit the licensed premises and, subject to the provisions of section 4 of this agreement, shall deliver possession of the licensed premises to TVA.

If TVA terminates this permission to facilitate TVA's use of any portion of the licensed premises for construction of additional TVA equipment or facilities, TVA shall endeavor (a) to construct its facilities in such a manner as to permit the continued operation of Licensee's facilities on the licensed premises, subject to the parties' entering into a written agreement acceptable to both parties covering such arrangements, including provision for reimbursement to TVA by Licensee of the increase in the cost of TVA's facilities caused by providing for continued operation of Licensee's facilities, or (b) to enter into such other arrangements as may be acceptable to both parties for the construction by Licensee of Licensee's facilities at a different location on the licensed premises.

3. Licensee's occupancy and use of the licensed premises are subject to, and Licensee shall comply with, all applicable laws and governmental regulations and all applicable requirements prescribed by TVA with respect to the licensed premises.

Consistent with such compliance, Licensee shall use and maintain the licensed premises in accordance with good, modern utility practices and procedures, carrying out its operations by techniques consistent with good engineering and management practices and in a manner to protect the quality of the environment. Licensee shall maintain the licensed premises with good vegetative cover and erosion control during the construction and maintenance of Licensee's facilities and shall coordinate with TVA the disposal of any refuse, debris, or other solid wastes; the disturbance of or work in streams or other sensitive areas; and any land disturbance activities, such as access road construction. Licensee shall be guided in these efforts by the then-current environmental quality protection specifications and best management practices and procedures TVA applies to its own such efforts. Licensee should seek guidance on these specifications, practices, and procedures and for unusual circumstances from TVA's Starkville Customer Service Center Transmission Service Manager (or this manager's successor or designee). No substances listed as hazardous or highly toxic under any Federal, State, or local law or regulation shall be brought onto or used on or within the licensed premises without this manager's prior written permission, except for amounts of those substances that are normally and customarily used in electric utility substations consistent with good utility practice.

As permitted by law, Licensee agrees to fully indemnify and hold the United States of America, TVA, and its directors, officers, agents, and employees, harmless from and against any and all claims, demands, liability, losses, damage, costs, or expenses (including attorney's fees and other costs of defense), of any nature or kind whatsoever, arising out of or otherwise resulting from Licensee's activities on the licensed premises or the condition or use of the licensed premises covered by this agreement, except liability for personal injuries, or property damage caused by the sole negligence of TVA, its directors, officers, agents, or employees.

4. Licensee's facilities upon the licensed premises shall be and remain the property of Licensee and may be

removed from the licensed premises by Licensee at any time prior to any termination of the permission provided in this agreement, and shall be removed from the licensed premises within 30 days after any such termination. Licensee shall, upon the removal of its facilities or any part of them, backfill the ditches from which any utilities are removed, and promptly repair, to the satisfaction of TVA, any damage to the licensed premises resulting from the construction, installation, operation, maintenance, or removal of Licensee's facilities, thereby restoring the licensed premises to their original condition. If Licensee fails to restore the premises to their original condition and to make any repairs required by this paragraph, TVA may make such repairs at the expense of Licensee. Licensee's facilities not removed from the licensed premises within 30 days after any termination of this permission, at TVA's discretion, shall become the property of TVA or shall be removed from the licensed premises by TVA at the expense of Licensee.

5. The permission provided in this agreement shall not affect or impair TVA's right to use the licensed premises for any purpose.

6. TVA provides the licensed premises "as is" and does not warrant or represent that the licensed premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under this agreement.

7. Licensee does not and will not claim at any time any interest or estate of any kind or extent whatsoever in the licensed premises by virtue of the permission provided in this agreement, Licensee's occupancy and use under this agreement, or the termination period provided in this agreement.

8. No assignment of this agreement or any of any interest in this agreement and no sublicense for any purpose shall be made or provided by Licensee without the prior written consent of TVA.

9. It is expressly understood and agreed that neither TVA nor Licensee will be considered the agent of the other for any purpose under this License. The United States, TVA, and their agents and employees undertake no obligation or duty (in tort, contract, strict liability, or otherwise) to Licensee or any other party for any damages to property (real or personal) or personal injuries (including death) arising out of or in any way connected with the acts or omissions of Licensee or any other persons.

10. The following conditions and certifications published in Title 18, Code of Federal Regulations, Part 1316 are hereby incorporated by reference to the extent applicable:

- a. Officials Not to Benefit; and
- b. Affirmative Action and Equal Opportunity.

11. This agreement may be amended only by a writing signed by the parties.

12. Any notice, demand, or request under or relating to this License shall be in writing and shall be sent by overnight courier service or first class registered or certified U.S. Mail, postage prepaid, return receipt requested, to the Administering Agent or Amending Agent, as appropriate. Notices sent by facsimile shall not be effective until the date such is mailed via U.S. Mail, postage prepaid, or transmitted via overnight delivery service.

Each party's Administering Agent is responsible for administering the performance of the License on a day-to-day basis but does not have authority to amend or terminate the License. Each party's Amending Agent has the authority to amend and/or terminate the License on behalf of that party. The Administering Agents and Amending Agents of the License are as follows:

FOR TVA:

Amending Agent: Vice President, Transmission Operations & Maintenance  
1101 Market St. MR 5K-C  
Chattanooga, TN 37402

Administering Agent: Transmission Service Manager  
TVA Starkville Customer Service Center  
310 Research Blvd.  
STC-1A  
Starkville, MS 39759  
(662)338-3160

FOR LICENSEE:

Amending Agent: Mayor, The City of Starkville, Mississippi  
101 E. Lampkin Street  
Starkville, MS 39759  
(662) 323-2525

Administering Agent: Public Services Director, The City of Starkville, Mississippi  
101 E. Lampkin Street  
Starkville, MS 39759  
(662) 324-4011

Either party may change its Administering Agent or Amending Agent by forwarding Notice to the other as specified above.

13. During the term of this license agreement and for one year thereafter, Licensee will obtain and maintain, at its own expense, One Million Dollars (\$1,000,000) of commercial general liability insurance. Such coverage shall be with financially reputable insurers licensed to do business in the State of Mississippi. The City shall provide a certificate of insurance evidencing the required insurance. TVA accepts Licensee as self-insured. However, Licensee agrees nothing diminishes its responsibilities to TVA that would have otherwise been covered by insurance if Licensee were not self-insured.

IN WITNESS WHEREOF, the parties' duly authorized representatives are signing this agreement, of the day and year first above written.

**CITY OF STARKVILLE, MISSISSIPPI**

By \_\_\_\_\_  
Title:

**TENNESSEE VALLEY AUTHORITY**

By \_\_\_\_\_  
Vice President, Transmission  
Operations & Maintenance

3.  
**APPROVAL TO ACCEPT THE LOWEST AND BEST BID FOR A GRAPPLE TRUCK AND ACCEPTANCE OF THE LOWEST AND BEST QUOTED RATE FOR FINANCING**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the April 17, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best bid for a Grapple Truck and acceptance of the lowest and best quoted rate for financing" is enumerated, this consent item is thereby approved.

**GRAPPLE TRUCK BID TAB**

LINE ITEM	BID	VENDOR	BID RESULTS			WARANTY		
			BODY	CHASSIS	DELIVERY	BODY	CHASSIS	CYLINDER
Grapple	\$126,000.00	Hoi-Mac Corporation	Pac	Freightliner	50	3	3	5
Grapple	\$136,855.00	Waters Truck &	PacMac	Internation	75	3	3	5
Grapple	\$145,844.00	Gulf City Body &	New	Internation	90	3	3	5
Grapple	\$159,000.00	Sansom Equipment	Ramer	Internation	180	3	3	5

**END OF CONSENT ITEMS**

**Mayor Parker Wiseman** reminded the Board of the 1st Phase of the Evaluation Program. He informed the Board members of the need to complete the evaluation forms for the City Clerk, CAO, Information Technology Manager and the Personnel Officer prior to April 30, 2012.

**Mayor Parker Wiseman** recognized Ms. Brittany Jacks for receiving a \$4,000.00 Power Distributorship Scholarship. Brittany is the daughter of Starkville Electric Department Employee Olivia Jacks.

**Alderman Roy A'. Perkins** announced that a Public Hearing will be held at the Pavilion of at the J.L. King Park, on Saturday April 28, 2012 at 10:00 a.m. regarding a CDBG grant for drainage improvements in the Carver Drive neighborhood. He urged the public to attend.

**Alderman Sandra Sistrunk** resigned as a member and Chairperson of the Audit and Budget Committee.

**CITIZEN COMMENTS**

**Mr. Alvin Turner**, ward 7, stated the concerns of the citizens and their belief that the Board is trying to silence the voice of the citizens.

**Mr. Sumner Davis**, ward 4, thanked the Board regarding the calming devices on University Drive. He also asked the board to support storm water mitigation in Ward 4.

**Mr. Jason Walker**, ward 4, reiterated the concerns of Mr. Davis, and commended the Board for the approval of calming devices on University Drive.

**Mr. Brian Kelly**, ward 4, echoed Mr.(s) Davis and Walker, and also requested a curb build-out to allow motorist to see the newly placed stop sign.

**Alderman Sandra Sistrunk** informed the public of her desire to have a more comprehensive drainage improvement at \_\_\_\_\_ st.

**Ms. Jennifer Gregory** of the Starkville Main Street Association requested the enforcement of the 2 hour parking, and

ere came for consideration the matter of the MDOT 2012 Urban Youth Corps Program's Memorandum of Understanding between the City of Starkville and MDOT. After discussion, and

pon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr. to approve the Mayor executing the MDOT 2012 Urban Youth Corp Program Memorandum of Understanding regarding the MDOT 2012 Urban Youth Corp Grant in the amount of \$35,000.00 with 20% matching funds, the Board voted as follows:

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

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

#### MEMORANDUM OF UNDERSTANDING

#### THE MISSISSIPPI TRANSPORTATION COMMISSION AND CITY OF STARKVILLE

his Agreement is made by and between the Mississippi Transportation Commission (hereinafter "the Commission"), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the City of Starkville, Oktibbeha County, Mississippi, hereinafter the Local Public Agency("LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

ROJECT DESCRIPTION: 2012 Urban Youth Corps program to do landscaping and beautification along Hwy right-of-ways, installation of bike racks at public facilities within city limits, preservation and maintenance of historic markers, (hereinafter referred to as "the Project").

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of \$35,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as "Attachment A;" and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA's functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

- (j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness,
- (k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.
- (l) be responsible for submitting an itemized budget for the Project;
- (m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program,
- (n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project,
- (o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;
- (p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;
- (q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;
- (r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.
- (s) acknowledge MDOT and FHWA for their participation in the Project in any news releases or other promotional material for the Project, the project sponsor should also notify the Outreach Division of MDOT of any ceremonies related to the opening of the facility, and a plaque or sign identifying the FHWA and MDOT as providing funding for the Project will be required during construction of the facility.
- (t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

#### SECTION 2. THROUGH MDOT THE COMMISSION WILL:

- (a) provide funding for the Project as set forth by this agreement.
- (b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
- (c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
- (d) at its sole election, waive the encroachment permits required for landscaping on MDOT rights-of-way (not to include erecting of permanent signs).
- (e) assist with any required environmental documents.

#### SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

#### SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2012. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

#### SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that: (1) offers meaningful and productive summer work in urban public works or transportation settings; (2) gives the participants a mix of work experience and on the job training that includes a minimum of

nal estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

#### SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

#### SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

#### SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

#### SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

#### SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

- (a) Compliance with Regulations: The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- (b) Nondiscrimination: The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.
- (c) Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.
- (d) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

In connection with the execution of the Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The LPA shall comply with Executive Order 11246 as appended by Executive Order 11375, and as supplemented by DOT regulations (41 CFR, Part 60) and shall take affirmative action to insure the applicants are employed, and that employees are treated without bias during their employment with regard to their race, religion, color, sex, or national origin.

#### SECTION 14. HANDICAP NONDISCRIMINATION

The MDOT and the LPA will comply with the United States Department of Transportation regulations under Section 504 of the Rehabilitation Act of 1973. The MDOT Assurance concerning nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance is by reference made a part of this AGREEMENT.

#### SECTION 15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

#### SECTION 16. PROHIBITED INTEREST

No member, officer or employee of the LPA or MDOT or any local public body during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof other than those interests set forth herein.

#### SECTION 17. CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certify to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the requested certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### SECTION 18. CERTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use by the parties hereto, shall carry the following notation on the front cover or a title page:

The preparation of this report has been financed in part through the U.S. Department of Transportation, Federal Highway Administration. (Followed by the current State Project Number).

#### SECTION 19. ENVIRONMENTAL REGULATIONS

benefit which might inure to an employee of MDOT, including workers' compensation, insurance, retirement benefits, or any other benefit whatsoever.

No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

**SECTION 22. TERMINATION**

MDOT shall have the right to terminate this Agreement with fifteen (15) days written notice if the LPA fails to comply with their obligations provided herein. The LPA shall have the right to terminate this Agreement with fifteen (15) days written notice if circumstances beyond the control of the LPA prohibit the LPA from complying with their obligations as provided herein. The Agreement may be terminated at any time by mutual written consent of the LPA and MDOT.

IN WITNESS WHEREOF, the parties have affixed their signatures.

APPLICATION OF \_\_\_\_\_  
(City)

LOCATED IN THE COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
MAYOR DATE

Authorized on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, Minute Book \_\_\_\_\_, and Page No.

WITNESS: \_\_\_\_\_

**MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

Executive Director

DATE: \_\_\_\_\_

Authorized on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, Minute Book \_\_\_\_\_, and Page No.

WITNESS: \_\_\_\_\_

Secretary, Transportation Commission

**A MOTION TO APPROVE OF THE CITY PARTICIPATION IN THE MSU STUDIO SCHOOL CAMP PROJECT WITH A CONTRIBUTION IN THE AMOUNT OF \$7,500.00 FROM THE CONTINGENCY FUND**

There came for consideration the matter of a request for contribution for the MSU Studio School Camp Project in the amount of \$7,500.00. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Richard Corey to approve of the City's participation in the MSU Studio School Camp Project with a contribution in the amount of \$7,500.00 from the contingency Fund, the Board voted as follows:

- |                          |                      |
|--------------------------|----------------------|
| Alderman Ben Carver      | Voted: <u>Absent</u> |
| Alderman Sandra Sistrunk | Voted: <u>Yea</u>    |
| Alderman Eric Parker     | Voted: <u>Yea</u>    |

NEW (Proposed) PLAN 3

TOTAL POPULATION / *													
DIST	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	OLD
1	3,535	3,413	122	3.59	2,646	74.9	692	19.6	197	5.6	889	25.1	29.8
2	3,384	3,413	-29	-0.84	1,629	48.1	1,594	47.1	161	4.8	1,755	51.9	55.8
3	3,296	3,413	-117	-3.42	2,303	69.9	709	21.5	284	8.6	993	30.1	24.9
4	3,481	3,413	68	2.01	2,910	83.6	417	12.0	154	4.4	571	16.4	19.7
5	3,480	3,413	67	1.98	2,700	77.6	449	12.9	331	9.5	780	22.4	29.1
6	3,309	3,413	-104	-3.03	1,034	31.2	2,137	64.6	138	4.2	2,275	68.8	71.4
7	3,403	3,413	-10	-0.28	1,021	30.0	2,276	66.9	106	3.1	2,382	70.0	71.6
<b>Total</b>	<b>23,888</b>	<b>Max Var</b>	<b>7.00</b>	<b>14,243</b>	<b>59.6</b>	<b>8,274</b>	<b>34.6</b>	<b>1,371</b>	<b>5.7</b>	<b>9,645</b>	<b>40.4</b>	<b>40.4</b>	

VOTING AGE POPULATION / *											
DIST	TOT 18	%	WHT18	%	BLK18	%	OTR 18		NON-W18	%	OLD
1	2,844	80.45	2,216	77.9	506	17.8	122	4.3	628	22.1	27.5
2	2,739	80.94	1,439	52.5	1,181	43.1	119	4.3	1,300	47.5	50.3
3	2,529	76.73	1,874	74.1	446	17.6	209	8.3	655	25.9	20.1
4	3,220	92.50	2,730	84.8	359	11.1	131	4.1	490	15.2	18.3
5	2,972	85.40	2,375	79.9	329	11.1	268	9.0	597	20.1	27.0
6	2,519	76.13	891	35.4	1,524	60.5	104	4.1	1,628	64.6	67.3
7	2,573	75.61	908	35.3	1,593	61.9	72	2.8	1,665	64.7	66.6
<b>Total</b>	<b>19,396</b>	<b>81.20</b>	<b>12,433</b>	<b>64.1</b>	<b>5,938</b>	<b>30.6</b>	<b>1,025</b>	<b>5.3</b>	<b>6,963</b>	<b>35.9</b>	<b>35.9</b>

21.

**APPROVAL OF THE LETTER OF ENGAGEMENT FROM T.E. LOTT & ASSOCIATES TO PERFORM AN INTERNAL CONTROL ANALYSIS OF THE CITY OF STARKVILLE GRANTS, ACCOUNTS PAYABLE AND PAYROLL ACCOUNTS**

There came for consideration the matter of an Engagement Letter from T.E. Lott and Associates to perform an Internal Control Analysis of the City's Grants, Payables and Payroll activities. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, to approve of the Letter of Engagement from T.E. Lott & Associates to perform an Internal Control Analysis of the City of Starkville Grants, Accounts Payable, and Payroll activities, the Board voted as follows:

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

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

ENGAGEMENT LETTER FROM  
T.E. LOTT, CPA

March 12,2012

City of Starkville, Mississippi  
101 Lampkin Street  
Starkville, MS 39759

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for City of Starkville, Mississippi.

We will perform a consulting engagement for the City related to a review of internal controls in the following areas: accounts payable, payroll and grant administration of the City of Starkville, Mississippi. Our engagement will focus on internal controls in place as of the beginning date of our field work.

We will go through a process to:

- Identify significant account balances and significant classes of transactions within the above noted areas;
- Develop a plan for gaining an understanding of activity-level controls;
- Map the above noted areas to the related class of transactions for the purpose of gaining an understanding of the City's procedures and control activities;
- Understand the relationship among the various internal control documents;
- Determine if the internal control procedures and activities are operating effectively and if improvements are deemed necessary.

This consulting engagement is solely to assist the City of Starkville, Mississippi, in reviewing its internal control. Our consulting engagement will be conducted in accordance with the Standards on Consulting Services established by the American Institute of Certified Public Accountants. The sufficiency of the procedures we will perform is solely the responsibility of those parties specified in the report. If, for any reason, we are unable to complete the engagement, we will describe the relevant reasons in our report, or will not issue a report as a result of this engagement.

Because this consulting engagement does not constitute an examination, we will not express an opinion on The City of Starkville's internal control procedures.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of The City of Starkville, Mississippi, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the City's internal controls in accordance with your organization's policies and procedures manual; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the review of internal controls we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Jeffrey H., Read, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our engagement on approximately April 23, 2012, and, unless unforeseeable problems are encountered, the engagement should be completed by June 30,2012.

We estimate that this engagement will require between 75-100 hours billed at an average or blended rate of \$131 per hour. You will also be billed for any out-of-pocket costs such as report production, word processing, postage, etc. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter.

Very truly yours,

T. E. LOTT & COMPANY

By /s/ Jeffrey H. Read

*RESPONSE*

This letter correctly sets forth the understanding of

THE CITY OF STARKVILLE, MISSISSIPPI

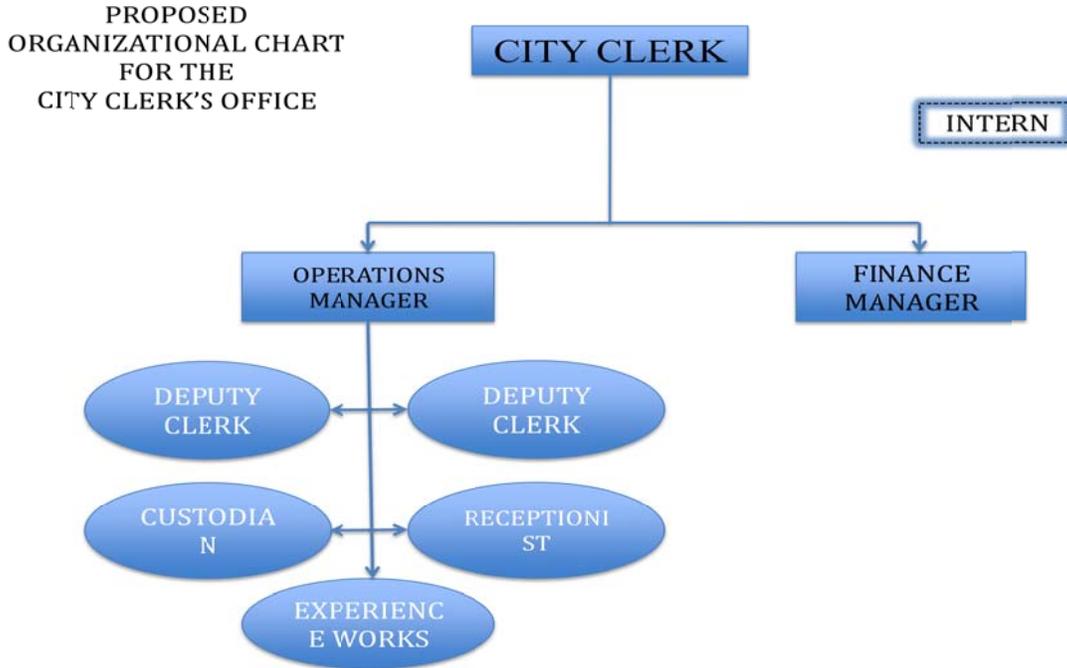
By \_\_\_\_\_

Title. \_\_\_\_\_

Date \_\_\_\_\_

**NOTE:**

City Clerk Markeeta Outlaw presented an Office Re-Organization Plan for the Board's Consideration. No action was taken.



22.

**A MOTION TO APPROVE THE CONTRACT WITH TAYLOR ADAMS FOR A COOPERATIVE PURCHASING AGREEMENT, AN INTERLOCAL AGREEMENT AND A JOINT RESOLUTION WITH THE CITY OF COLUMBUS FOR COOPERATIVE PURCHASING AUTHORITY**

There came for consideration the matter of a Cooperative Purchasing Agreement with Taylor Adams and an Interlocal Agreement and Resolution with the City of Columbus to establish a Cooperative Purchasing Authority. After discussion, and

Upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Eric Parker to approve the Contract with Taylor Adams for a Cooperative Purchasing Agreement, and an Interlocal Agreement and Resolution with the City of Columbus for a Cooperative Purchasing Authority, the Board voted as follows:

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

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

This Agreement is between Public Procurement Service Group, LLC, ("Contractor"), a limited liability company organized and existing under the laws of the State of Mississippi with its address being 106 Bay Meadows Drive, Starkville, Mississippi, 39759, and The City of Starkville, Mississippi, a governmental entity of the State of Mississippi, ("City"), with its address at 101 Lampkin Street, Starkville, Mississippi 39759. Contractor and City are collectively referred to as the "parties."

WHEREAS, Contractor desires to provide certain, specific services to City.

WHEREAS, City desires to pay for those services as specifically described herein.

NOW, THEREFORE, the parties agree as follows:

- A. This agreement shall take effect ("Effective Date") when both parties have executed this agreement. This agreement shall commence on the Effective Date and shall continue for one year after the effective date. Upon mutual agreement of both parties in writing, this contract may be extended under mutually agreeable terms.
- B. Except as otherwise set forth herein, both parties agree to the terms and conditions set forth in Part A - Standard Terms and Conditions. Any and all exceptions to Standard Terms and Conditions must be agreed to in writing and signed by both parties.
- C. Contractor shall:
  - 1. Examine existing State Contracts and assess the feasibility of integrating same with City's current source of supply purchasing program.
  - 2. Develop specifications that will potentially allow for alignment of acquisition schedules in municipalities, thus achieving savings through higher volume purchasing.
  - 3. Provide all materials associated with establishment of a procurement card program. At a minimum this will include:
    - a. A user's guide
    - b. Audit procedures and forms in compliance with both Mississippi Office of Purchasing Travel and Fleet Maintenance and the Office of State Audit
  - 4. Other professional procurement services and processes associated with those services as mutually agreed upon by the parties.

Contractor shall refrain from using City's name, work mark, or other identifier; refrain from using the name or title of any City official; and refrain from projecting the City's product, or the work entailed therewith, as being approved by or otherwise endorsed by City, its entities or officials.

- D. For the services set forth herein, City will pay Contractor as follows:

Unless otherwise agreed upon by the parties, year one cost for City shall be in an amount not to exceed \$10,000.00. As administrative costs associated with this program are spread between additional participating entities, costs will decrease for City. Admission to this cooperative arrangement, pricing associated with admission, and any change in pricing for existing participants, must be mutually agreed upon by the parties to this agreement. Contractor shall invoice City monthly, and City shall remit payment according to Standard Terms and Conditions set forth below. The amount paid by City to Contractor shall reduce upon addition of new entities and mutual agreement of the Parties to this Agreement.

- E. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the addresses shown below. The parties agree to notify the other in writing of any change of address.

**For Contractor:**

Taylor V. Adams, CPPO Public  
Procurement Services Group 106 Bay  
Meadows Dr. Starkville, MS 39759

**For City:**

Parker Wiseman, Mayor City of  
Starkville, Mississippi 101  
Lampkin Street Starkville,  
Mississippi 39759

**Contract for Services Part A  
Standard Terms and Conditions**

- A. City shall: Pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by City that such payments and all portions thereof are due, justified and warranted based on services received by City in accordance with §31-7-305(2), Mississippi Code of 1972.
- B. Availability of Funds  
It is expressly understood and agreed that the obligation of City to proceed under this agreement is conditioned upon the availability and receipt of funds.
- C. Representation Regarding Contingent Fees and Gratuities  
Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.
- D. Equal Employment Opportunity  
Contractor represents and understands that City is an equal opportunity employer and therefore maintains a policy, which prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provision of its services.
- E. Assignment Prohibition  
Contractor agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.
- F. Authority to Contract  
Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- G. Failure to Enforce

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

H. Contractor - Independent Contractor

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

I. Indemnification

Contractor and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate City, and its officers, agents, employees, and representatives, both in their official and individual capacities, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorneys' fees, arising out of or caused by Contractor and its' partners, principals, officers, agents, employees and representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees and representatives. In City's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc., but in such an event, Contractor shall use legal counsel acceptable to City. Contractor shall be solely responsible for all costs and/or expenses associated with such defense and City shall be entitled to participate in said defense. Contractor shall not settle any claim, suits, etc., without City's written concurrence, which concurrence City shall not unreasonably withhold.

J. Attorneys' Fees and Expenses

Contractor agrees that in the event Contractor defaults in any obligations under this agreement that Contractor shall pay to City all costs and expenses, including, but not limited to, attorneys' fees incurred by City in enforcing this agreement.

K. Patents and Copyrights

Contractor covenants to save, defend, keep harmless, and indemnify the State of Mississippi, City, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, losses, damages, injury, fines, penalties, and costs, including court costs and attorneys' fees, charges, and any other liability and exposure however caused for or on account of any copyright or patent infringement that may result from the activities related to this agreement and the actions/inactions there under by the parties. This indemnification is not separate from that set forth elsewhere in this agreement and is not a limitation thereon, but instead is in conjunction therewith and is recited to ensure that the full breadth of the indemnification provisions contained elsewhere in this agreement are understood by the parties.

L. Disputes

Contractor agrees that any and all disputes between the parties to this agreement must be submitted to the City for consideration and a final decision. If Contractor is dissatisfied with that final decision, the dispute may, at the sole option of City, be subjected to resolution by mediation prior to any action being taken by Contractor toward litigation.

M. Modifications to Agreement

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

N. Ownership of Documents and Work Papers

City shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by Contractor in connection with this agreement.

O. Severability

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

P. Termination for Convenience

City may, when the interests of City so require, terminate this agreement in whole or in part for the convenience of City. Written notice of the same is required to be provided by City and shall allow no less than 30 (thirty) days' notice prior to the effective date of the termination.

Q. Termination for Cause

Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30-day cure time is not required.

R. Inspection of Books and Records

City shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination of or the expiration of this agreement.

S. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi. Any litigation with respect thereto shall be brought in the courts of competent jurisdiction where the City is located. Contractor shall comply with applicable federal, state, and local laws and regulations.

**Part C.  
Exceptions to Terms and Conditions**

No exceptions.

**INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement is made and entered into as of this the \_\_\_\_\_ day of March, 2012, by and between COLUMBUS, MISSISSIPPI, a municipal corporation of the State of Mississippi ("Columbus"), acting by and through its Mayor and City Council, and STARKVILLE, MISSISSIPPI,

a municipal corporation organized and existing under the laws of the State of Mississippi ("Starkville"), acting by and through its Mayor and Board of Aldermen.

### **RECITALS**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act of 1974, eked as Section 17-13-1, *et seq.*, of the Mississippi Code of 1972, as amended, (the "Code"), local units of government, in order to make the most efficient use of their powers, may cooperate and contract with one another for their mutual advantage, and thereby provide services and facilities in a manner which will accord best with geographic, economic, population, and other factors to serve the needs and development of such local government communities; and

WHEREAS, Section 17-3-7 of the Code provides that local governmental units of this state may contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by a local governmental unit individually; and

WHEREAS, Columbus and Starkville desire to enter into this Interlocal Cooperation Agreement, pursuant to Section 17-13-1, *et seq.*, of the Code, for the purpose of contracting by and between themselves, in order to set forth their duties and obligations each to the other in connection with their public purchases of personal property, commodities, supplies, and other property not classified as real property for their respective Cities; and

WHEREAS, the parties to this Agreement wish to memorialize their duties and obligations as to the duties, obligations benefits by and between them;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and mutual benefits accruing to Columbus and Starkville, the parties hereto agree as follows:

### **I. DURATION**

This Agreement shall be in force and effect for a period of one (1) year commencing on the date it is first approved by the Attorney General of the State of Mississippi and filed of record with the Chancery Court of their respective Counties, and shall automatically renew each year thereafter unless terminated by either party to this Agreement for any reason.

## **II. PURPOSE**

The purpose of this Agreement is to achieve cost savings in the purchase of personal property, commodities, supplies and other property not classified as real property, by purchasing the items jointly with the idea that purchasing such items in larger quantities might incentivize sellers of such commodities to provide such items at a reduced sale price.

## **III. STATUTORY AUTHORITY**

Columbus and Starkville are authorized to enter into and perform this Agreement pursuant to Section 17-13-1 *et seq.* of the Code.

## **IV. OBLIGATIONS OF STARKVILLE AND COLUMBUS**

### **A. Entry into Contract with Contractor to Purchase on Their Behalf**

The Parties to this Agreement agree that they shall each enter into Agreements for the purchase of commodities, supplies, personal property and other items not classified as real property with a third party independent contractor who's duties shall be to attempt to secure for the parties a cost savings by purchasing in bulk.

## **V. TERMINATION**

This Agreement may be terminated by either party upon a finding by either of the governing body of Starkville or Columbus that the agreement is not in their respective best interest by giving 90 days advance notice of their intention to terminate.

## **VI. AMENDMENT**

This Agreement may be amended at any time by the mutual consent of the parties hereto by an Agreement entered into and signed by the parties hereto pursuant to the provisions of Section 17-13-1, *et seq.*, of the Code.

**VII. ADMINISTRATION**

(a) This Agreement shall be administered as a joint undertaking of Starkville and Columbus. A separate legal entity is not created under this Agreement.

(b) The Parties hereto shall have access to all records pertaining to their purchases to ensure that a cost savings is in fact achieved.

**VIII. PROPERTY**

The parties do not anticipate jointly owning any items of property. However, to the extent that there is any jointly owned property, either real, personal or otherwise at the time of termination of this Agreement, the disposal of such property, including fixtures shall be in the manner provided by law.

**IX. FILING**

An executed copy of this Agreement shall be filed with the Chancery Clerk of Lowndes County, the Secretary of State and the State Department of Audit.

**X. EFFECTIVE DATE**

This Agreement will be effective upon the approval by the governing bodies of Columbus, Starkville and the Attorney General of the State of Mississippi and the filing in their respective Chancery Clerk's offices in the Counties where their respective Cities are located.

WITNESS THE SIGNATURE of the Mayor and Secretary / Treasurer of the  
City of Columbus, Mississippi, on this the \_\_\_\_\_ day of April, 2012.

**CITY OF COLUMBUS, MISSISSIPPI**

**BY:** \_\_\_\_\_

**Mayor**

**ATTEST:**

**Secretary / Treasurer**

WITNESS THE SIGNATURE of the Mayor and City Clerk of the City of  
Starkville, Mississippi on this the \_\_\_\_\_ day of April, 2012.

**CITY OF STARKVILLE, MISSISSIPPI**

**BY:** \_\_\_\_\_

**Mayor**

**ATTEST:**

**Clerk**

**APPROVAL OF ATTORNEY GENERAL**

The foregoing Interlocal Cooperation Agreement by and between the City of Columbus, and City of Starkville, Mississippi is hereby approved by the Attorney General of the State of Mississippi, as indicated by the letter of approval from the Attorney General's Office attached hereto as Exhibit "2".

**JOINT RESOLUTION APPROVING INTERLOCAL  
COOPERATION AGREEMENT**

WHEREAS, the Mayor and City Council of the City of Columbus, Mississippi ("Columbus") and the Mayor and Board of Aldermen of the City of Starkville, Mississippi ("Starkville"), together referred to as "The Parties" each have certain responsibilities for the purchase of personal property, commodities, supplies and other items of property not classified as real property; and

WHEREAS, The Parties desire to enter into an Interlocal Cooperation Agreement to provide for economic savings by purchasing such items jointly;

NOW THEREFORE, BE IT RESOLVED that under the provisions of *Miss. Code Ann.* 1972, §§17-13-1 et. seq., that Robert E. Smith, Sr., Mayor of the City of Columbus, Mississippi, and Parker Wiseman, Mayor of the City of Starkville, Mississippi, are each hereby authorized, empowered and directed on behalf of The Parties, to execute the attached Interlocal Cooperation Agreement and that upon adoption by the Mayor and City Council of the City of Columbus, and by the Mayor and Board of Aldermen of the City of Starkville, that a copy of this Resolution and the Interlocal Cooperation Agreement be forwarded to the Attorney General of the State of Mississippi for approval, and thereafter a copy of the same be forwarded to the Chancery Clerk of Lowndes County, Mississippi, the Chancery Clerk of Oktibbeha County, Mississippi, the Secretary of State of Mississippi and the Mississippi State Department of Audit, all in accordance with §17-13-1 et seq.

SO RESOLVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
CITY OF COLUMBUS, MISSISSIPPI

By,  
ROBERT E. SMITH, SR.,  
MAYOR

ATTEST:

MIKE BERNSEN, SECRETARY/TREASURER

SO RESOLVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF STARKVILLE, MISSISSIPPI

By: \_\_\_\_\_  
PARKER WISEMAN, MAYOR

ATTEST:

CLERK FOR CITY OF STARKVILLE

COUNTY CLERK'S CERTIFICATE I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of that certain resolution which was duly approved and adopted by the City of Columbus, Mississippi, in regular meeting assembled on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, as the same appears of record in the official minutes of record in my office.

This the \_\_\_\_ day of \_\_\_\_\_, 2011.

MIKE BERNSEN, SECRETARY/TREASURER FOR CITY OF  
COLUMBUS, MS

CITY CLERK'S CERTIFICATE

I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of that certain resolution which was duly approved and adopted by the Mayor and Board of Alderman of the City of Starkville, Mississippi, in a regular meeting assembled on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, as the same appears of record in the official minutes of record in my office.

This \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
CITY CLERK FOR CITY OF STARKVILLE, MS

**23.**

**A MOTION TO APPROVE CALLING FOR A PUBLIC HEARING TO  
AMEND THE CITY OF STARKVILLE SAFETY HELMET ORDINANCE 2010-6  
AT THE NEXT MEETING OF THE MAYOR AND BOARD OF ALDERMEN**

There came for consideration the matter of calling for a Public Hearing to amend the City of Starkville Safety Helmet Ordinance #2010-6. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk to approve calling for a Public Hearing to Amend the City of Starkville Safety

Helmet Ordinance No. 2010-6 at the next meeting of the Mayor and Board of Aldermen, May 1, 2012, the Board voted as follows:

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

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

**24.**

**A MOTION TO ENTER INTO A CLOSED DETERMINATION SESSION TO DETERMINE IF DISCUSSIONS ARE PROPER FOR EXECUTIVE SESSION**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk to enter into a Closed Determination Session to determine if discussions are proper for Executive Session, the Board voted as follows:

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

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

**25.**

**A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION, PROPERTY ACQUISITION, AND PERSONNEL MATTERS**

There came for consideration the matter of an Executive Session to discuss Pending Litigation, Property Acquisition, and Personnel Matters. After determining that discussion of stated subjects are proper for Executive Session, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker to enter into Executive Session to discuss Pending Litigation, Property Acquisition, and Personnel Concerns, the Board voted as follows:

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

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

26.

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

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to exit Executive Session and return to Open Session, the Board voted as follows:

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

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

27.

**A MOTION TO ADJOURN**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to adjourn the meeting, the Board voted as follows:

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

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

The next meeting of the Mayor and Board of Alderman will be May 1, 2012, at 5:30 p.m., said meeting will be in the Courtroom/Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS.

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

\_\_\_\_\_  
MARKEETA OUTLAW, CITY CLERK

\_\_\_\_\_  
PARKER WISEMAN, MAYOR

(SEALED)