

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

**The City of Starkville, Mississippi  
April 19, 2011**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on April 19, 2011 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 were Alderman Ben Carver and Alderman Richard Corey. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

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

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA**

**Alderman Jeremiah Dumas** requested the following changes to the April 19, 2011 Official Agenda

**Add to Consent Item IX-A** regarding Acceptance of the Request for Qualification for the Capital Improvement Plan from Government Consultants, Inc.

**Add to Consent Item X-B** regarding Acceptance of the City of Starkville's 2010-2011 Fiscal Year Audit as submitted by Watkins, Ward, and Stafford and in accordance with §21-35-31 of the Mississippi Code of 1972, annotated.

**Add to Consent Item X-D** regarding Approval of a contract with Placemakers, LLC, for the development of a Master Plan and Form Based Code for designated sections of Downtown Starkville.

**Add to Consent Item XI-B-1** regarding Approval of Planning and Zoning item# 10-05: Approval of a Preliminary Plat in an R-5 (Multi-Family, High-Density) zoning district located at 509 Russell Street with 8 conditions as recommended by the Planning and Zoning Commission.

**Add to Consent Item XI-K-2** regarding Approval for the Mayor to sign a letter to the Mississippi Department of Environmental Quality requesting an extension of the Agreed Order for Carver Drive.

**Remove from Agenda Item VII-A** regarding a Public Appearance by Randy Scrivner of Watkins, Ward and Stafford CPA firm.

**Alderman Henry Vaughn, Sr.**, requested the following changes to the April 19, 2011 Official Agenda

**Remove from Consent Item X-E** regarding a Resolution Approving and Consenting to the Ratification and Joinder by AA Starkville, LLC, of Plat; Authorizing the Mayor to execute approval of said Ratification and Joinder; Authorizing the Chancery Clerk to make a marginal notation on the Plat indicating such Ratification and Joinder; and Authorizing the Chancery Clerk to record such Ratification and Joinder.

**Add to Agenda Item X-G and Consent** regarding approval of a full page ad in the amount of \$100.00 for the Council on Community Organizations (COCO)

**Alderman Roy A'. Perkins** requested the following changes to the April 19, 2011 Official Agenda

**Remove from Agenda Item VII-B** regarding a Public Appearance by Dr. Linda Southward and Allison Karges on the Healthy Hometown Application (Starkville) for the Blue Cross Blue Shield/Mississippi Municipal League project.

1.

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

There came for consideration the matter of approving and adopting the April 19, 2011 Official Agenda of the Recess Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, to approve the April 19, 2011 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>absent</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion 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 19, 2011  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

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

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

**I. CALL THE MEETING TO ORDER**

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

**III. APPROVAL OF THE OFFICIAL AGENDA**

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

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

*THERE ARE NO MINUTES AVAILABLE FOR CONSIDERATION*

**V. ANNOUNCEMENTS AND COMMENTS**

MAYOR'S COMMENTS:

CALEA ACCEPTANCE OF STATE CREDENTIALS FOR STARKVILLE  
POLICE DEPARTMENT BID FOR NATIONAL ACCREDITATION.

BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. PUBLIC APPEARANCE BY RANDY SCRIVENER OF WATKINS, WARD  
AND STAFFORD PRESENTING THE FINAL AUDIT REPORT FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2010.

- B. PUBLIC APPEARANCE BY DR. LINDA SOUTHWARD AND ALSON  
KARGES ON THE HEALTHY HOMETOWN APPLICATION FOR THE  
CITY OF STARKVILLE FOR THE BLUE CROSS/BLUE SHIELD AND  
MML PROJECT.

**VIII. PUBLIC HEARING**

*THERE ARE NO PUBLIC HEARINGS SCHEDULED*

**IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF THE ACCEPTANCE OF THE RFQ FOR THE CAPITAL IMPROVEMENT PLAN FROM GOVERNMENT CONSULTANTS, INC.

**X. BOARD BUSINESS**

### A. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE TREE ADVISORY BOARD FOR THE UNEXPIRED TERM OF THE GIS SPECIALIST ENDING MAY 1, 2014.

- B. CONSIDERATION OF THE ACCEPTANCE OF THE AUDIT AS PRESENTED BY WATKINS, WARD AND STAFFORD AND IN ACCORDANCE WITH MS CODE §21-35-31 (1972).

### C. CONSIDERATION OF ADVERTISING FOR THE BIDS FOR THE MAINTENANCE OF THE BRUSH ARBOR CEMETERY FOR 2011.

- D. CONSIDERATION OF APPROVING A CONTRACT WITH PLACEMAKERS, LLC, FOR THE DEVELOPMENT OF A MASTER PLAN AND FORM BASED CODE FOR DESIGNATED SECTIONS OF DOWNTOWN STARKVILLE.

### E. CONSIDERATION OF A RESOLUTION PURSUANT TO § 17-21-3 OF THE MISSISSIPPI CODE ON 1972, AS AMENDED, APPROVING OF AND CONSENTING TO THE RATIFICATION AND JOINDER BY AA STARKVILLE, LLC OF PLAT; AUTHORIZING THE MAYOR TO EXECUTE APPROVAL OF SAID RATIFICATION AND JOINDER; AUTHORIZING THE CHANCERY CLERK TO MAKE A MARGINAL NOTATION ON THE PLAT INDICATING SUCH RATIFICATION AND JOINDER; AND AUTHORIZING THE CHANCERY CLERK TO RECORD SUCH RATIFICATION AND JOINDER

### F. CONSIDERATION OF THE APPROVAL OF THE CONTRACT BETWEEN WASTE MANAGEMENT OF MISSISSIPPI AND THE CITY OF STARKVILLE FOR RECYCLING SERVICES.

**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 10-05: A REQUEST BY BOARDTOWN DEVELOPMENT FOR APPROVAL OF "HIGH COTTON" A PRELIMINARY PLAT IN AN R-5 (MULTI-FAMILY, HIGH-DENSITY) ZONING DISTRICT LOCATED AT 509 RUSSELL STREET IN WARD 4.

- 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 14, 2011.

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

### 3. REQUEST APPROVAL OF TRAVEL TO NASHVILLE, TN FOR THE IIMC (INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS) 2011 ANNUAL CONFERENCE ON MAY 6, THROUGH MAY 12, 2011 WITH ADVANCE EDUCATION & TRAVEL EXPENSE IN THE AMOUNT OF \$3277.80.

\*\*\*\*\* 4. REQUEST AUTHORIZATION TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH DIVERSIFIED LENDERS, INC. FOR THE PURCHASE OF INCODE SOFTWARE FROM TYLER TECHNOLOGIES IN THE AMOUNT OF \$3,748.33 PER MONTH FOR THREE (3) YEARS FOR A TOTAL OF \$134,940.88.

D. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. ELECTRIC DEPARTMENT

### 1. REQUEST APPROVAL OF THE POLE ATTACHMENT AGREEMENT BETWEEN THE CITY OF STARKVILLE AND WINDSTREAM KDL, INC.

\*\*\*\*\*### 2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID OF \$103,355 FROM ALTEC FOR A BACKYARD HYDRAULIC DIGGER DERRICK WITH CHASSIS AND FOR GENERAL MANAGER, TERRY KEMP, TO EXECUTE ASSOCIATED DOCUMENTS.

### 3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID OF \$147,842.00 FROM ALTEC FOR A 55 FOOT BUCKET TRUCK WITH CHASSIS AND FOR GENERAL MANAGER TERRY KEMP TO EXECUTE ASSOCIATED DOCUMENTS

### 4. REQUEST AUTHORIZATION FOR AN INSERT IN STARKVILLE ELECTRIC'S UTILITY BILLS ON BEHALF OF THE MSU ECOCAR TEAM.

F. ENGINEERING AND STREETS

*THERE ARE NO ITEMS FOR THIS AGENDA*

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 AUTHORIZATION TO HIRE **RANDALL SCOTT GRICE** TO FILL THE VACANT POSITION OF SYSTEMS / NETWORK ADMINISTRATOR IN THE IT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE **ANDREW NAGEL** TO FILL THE VACANT POSITION OF GIS COORDINATOR IN THE PUBLIC SERVICES DEPARTMENT
3. REQUEST AUTHORIZATION TO HIRE **BOBBY W. HALL** TO FILL THE VACANT POSITION OF BUILDING OFFICIAL IN THE BUILDING, CODES, AND PLANNING DEPARTMENT.

### 4. REQUEST AUTHORIZATION TO HIRE A TEMPORARY FOR THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE MAYOR AND BOARD OF ALDERMEN.

### 5. REQUEST AUTHORIZATION TO MODIFY THE JOB DESCRIPTION AND PAY STRUCTURE AND TO ADVERTISE TO FILL THE UPCOMING VACANT POSITION OF ADMINISTRATIVE ASSISTANT FOR THE MAYOR AND BOARD OF ALDERMEN.

J. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. PUBLIC SERVICES

### 1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST SOURCE OF SUPPLY BIDDER, TO INSTALL 1,200 LF OF 12" WATER MAIN ALONG HWY 25 IN AN AMOUNT NOT TO EXCEED \$7,881.50.

2. REQUEST APPROVAL FOR THE MAYOR TO SIGN A LETTER TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUESTING AN EXTENSION OF THE AGREED ORDER FOR CARVER DRIVE.

### 3. REQUEST APPROVAL TO DECLARE SCRAP WATER METERS AS SURPLUS PROPERTY AND SELL THEM TO PAUL GUY, SUBMITTER OF THE HIGHEST BID, AT THE BID UNIT PRICES.

L. SANITATION & ENVIRONMENTAL SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL MAY 3, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

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

**APPENDIX A**

**PROPOSED CONSENT AGENDA**

**IX. MAYOR'S BUSINESS – NO ITEMS**

**X. BOARD BUSINESS**

- A. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE TREE ADVISORY BOARD FOR THE UNEXPIRED TERM OF THE GIS SPECIALIST ENDING MAY 1, 2014.
- C. CONSIDERATION OF ADVERTISING FOR THE BIDS FOR THE MAINTENANCE OF THE BRUSH ARBOR CEMETERY FOR 2011.
- E. CONSIDERATION OF A RESOLUTION PURSUANT TO SECTION 17-21-3 OF THE MISSISSIPPI CODE ON 1972, AS AMENDED, APPROVING OF AND CONSENTING TO THE RATIFICATION AND JOINDER BY AA STARKVILLE, LLC OF PLAT; AUTHORIZING THE MAYOR TO EXECUTE APPROVAL OF SAID RATIFICATION AND JOINDER; AUTHORIZING THE CHANCERY CLERK TO MAKE A MARGINAL NOTATION ON THE PLAT INDICATING SUCH RATIFICATION AND JOINDER; AND AUTHORIZING THE CHANCERY CLERK TO RECORD SUCH RATIFICATION AND JOINDER.
- F. CONSIDERATION OF THE APPROVAL OF THE CONTRACT BETWEEN WASTE MANAGEMENT OF MISSISSIPPI AND THE CITY OF STARKVILLE FOR RECYCLING SERVICES.

**XI. DEPARTMENT BUSINESS**

- A. AIRPORT – NO ITEMS
- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
  - 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF APRIL 14, 2011.
  - 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING MARCH 31, 2011, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

3. REQUEST APPROVAL OF TRAVEL TO NASHVILLE, TN FOR THE IIMC (INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS) 2011 ANNUAL CONFERENCE ON MAY 6, THROUGH MAY 12, 2011 WITH ADVANCE EDUCATION & TRAVEL EXPENSE IN THE AMOUNT OF \$3,277.80.
- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT
1. REQUEST APPROVAL OF THE POLE ATTACHMENT AGREEMENT BETWEEN THE CITY OF STARKVILLE AND WINDSTREAM KDL, INC.
  2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID OF \$103,355 FROM TREX FOR A BACKYARD HYDRAULIC DIGGER DERRICK WITH CHASSIS AND FOR DEPARTMENT HEAD, TERRY KEMP, TO EXECUTE LOAN WITH REGIONS BANK.
  3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID OF \$147,842.00 FROM ALTEC FOR A 55 FOOT BUCKET TRUCK WITH CHASSIS AND FOR GENERAL MANAGER TERRY KEMP TO EXECUTE ASSOCIATED DOCUMENTS.
  4. REQUEST AUTHORIZATION FOR AN INSERT IN STARKVILLE ELECTRIC'S UTILITY BILLS ON BEHALF OF THE MSU ECOCAR TEAM.
- F. ENGINEERING AND STREETS – NO ITEMS
- G. FIRE DEPARTMENT - NO ITEMS
- H. PERSONNEL
4. REQUEST AUTHORIZATION TO HIRE A TEMPORARY FOR THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE MAYOR AND BOARD OF ALDERMEN.
  5. REQUEST AUTHORIZATION TO MODIFY THE JOB DESCRIPTION AND PAY STRUCTURE AND TO ADVERTISE TO FILL THE UPCOMING VACANT POSITION OF ADMINISTRATIVE ASSISTANT FOR THE MAYOR AND BOARD OF ALDERMEN.
- I. POLICE DEPARTMENT – NO ITEMS
- J. PUBLIC SERVICES
1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST SOURCE OF SUPPLY BIDDER, TO INSTALL 1,200 LF OF 12" WATER MAIN ALONG HWY 25 IN AN AMOUNT NOT TO EXCEED \$7,881.50.
  3. REQUEST APPROVAL TO DECLARE SCRAP WATER METERS AS SURPLUS PROPERTY AND SELL THEM TO PAUL GUY, SUBMITTER OF THE HIGHEST BID, AT THE BID UNIT PRICES.
- K. SANITATION AND ENVIRONMENTAL SERVICES - NO ITEMS

CONSENT ITEMS

2.

**APPROVAL TO ACCEPT THE REQUEST FOR QUALIFICATION  
FOR THE CAPITAL IMPROVEMENT PLAN FROM  
GOVERNMENT CONSULTANTS, INC.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the Request for Qualification (RFQ) for the Capital Improvement Plan from Government Consultants, Inc." is enumerated, this consent item is thereby approved.

3.

**APPROVAL AUTHORIZING ADVERTISING FOR  
LETTERS OF INTEREST FOR THE TREE ADVISORY BOARD FOR THE  
UNEXPIRED TERM OF THE GIS SPECIALIST, ENDING MAY 1, 2014**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing advertising for 'Letters of Interest' for the Tree Advisory Board for the unexpired term of the GIS Specialist, ending May 1, 2014" is enumerated, this consent item is thereby approved.

4.

**APPROVAL TO ACCEPT THE CITY OF STARKVILLE 2009-10 FISCAL YEAR  
AUDIT REPORT (PERFORMED BY WATKINS, WARD AND STAFFORD)  
IN ACCORDANCE WITH §21-35-31 OF  
THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the City of Starkville 2009-10 Fiscal Year Audit (as performed by Watkins, Ward and Stafford) in accordance with §21-35-31 of the Mississippi Code of 1972, annotated" is enumerated, this consent item is thereby approved.

5.

**APPROVAL AUTHORIZING ADVERTISING FOR BIDS FOR THE  
MAINTENANCE OF THE BRUSH ARBOR CEMETERY  
FOR THE 2011 GROWING SEASON**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing advertising for Sealed Bids

for the Maintenance of the Brush Arbor Cemetery for 2011 Growing Season" is enumerated, this consent item is thereby approved.

6.

**APPROVAL OF A CONTRACT WITH PLACEMAKERS, LLC. FOR THE DEVELOPMENT OF A MASTER PLAN AND FORM BASED CODE FOR DESIGNATED SECTIONS OF DOWNTOWN STARKVILLE IN AN AMOUNT NOT TO EXCEED \$80,960.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to execute a contract with Placemakers, LLC. for the development of a Master Plan and Form Based Code for designated sections of Downtown Starkville in an amount not to exceed \$80,960.00" is enumerated, this consent item is thereby approved.

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made this the 19th day of April, 2011, between the City of Starkville, Mississippi ("City"), and PlaceMakers, LLC, ("Consultant"), 5136 Sevilla Avenue NW, Albuquerque, New Mexico 87120 for the provision of consulting services in connection with the City's development of a Form Based Code and Master Plan for the two corridors outlined in Exhibit A (the "Project").

The City and the Consultant agree as follows:

**ARTICLE 1  
CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1.1 The Consultant's primary responsibility is to develop a Form-Based Code ("FBC") and Master Plan for the Project. The FBC will be based on the form-based and transect-based SmartCode format.

In support of this responsibility, the Consultant will do the following.

- A. **Pre-Charrette Site Analysis.** Analyze existing conditions of the site and the current regulatory documents that govern its development.
- B. **Charrette Preparation/Coordination.** Coordinate and lead pre-charrette teleconferences with City staff, and supporting subcontractor consultants.
- C. **Web Site.** Create and update a customized web site that will provide the public with information about the overall effort.
- D. **Press Release.** Generate a press release designed to increase participation in the charrette.
- E. **Charrette.** Conduct a charrette that secures feedback from the community within the framework of three public meetings.
  - i. **Opening Presentation.** This presentation will outline the goals of the overall effort as well as the principles guiding the process. In addition, the Consultant will guide the public through some initial schematic plans for the

- Project.
- ii. **Open House Pin-Up.** This session will solicit feedback from the public regarding a refined version of the proposed master plan for the Project.
  - iii. **Final “Work in Progress” Presentation.** This presentation will summarize all of the work during the charrette--- to include all illustrations that help attendees visualize the intent of the FBC. One series of photo-realistic visualizations will be produced for the Main Street District (Hwy 182, Jefferson Street, Main Street, and Lampkin Street); and one series of photo-realistic visualizations will be produced for the University Connector Corridors (Russell Street and University Drive). In addition, a master plan for both focus areas will be produced.
  - iv. **Outreach Meetings.** The Consultant will work with the City in identifying key individuals or organizations who will need special small group or individual meetings during the charrette.
- F. **Draft FBC.** Based upon feedback during the charrette as well as consultation with the off-site subcontractors (such as the Legal Advisor), the Consultant’s Project Representatives will return to Starkville and present the proposed FBC to the City, and to the public if necessary.
  - G. **Revised FBC.** Based upon feedback from the Draft FBC Presentation, the revised FBC will be presented to the City, and to the public if necessary.
  - H. **Planning Commission Meeting.** Consultant will have a representative accompany City staff to present the FBC to the Planning Commission.
  - I. **Board of Aldermen Meeting.** At least one of the Consultant’s Project Representatives will accompany City staff to present the FBC to the Board of Aldermen for adoption.
  - J. **Delivery of Electronic Files.** Upon final approval of the FBC by the City, the Consultant will provide electronic files of the FBC, Illustrative Plan and Regulating Plan on CD-ROM in Adobe PDF formats. The FBC will also be in Adobe InDesign format. The Consultant will not provide the Adobe InDesign or Acrobat software, nor will it provide these documents in Microsoft Word or Excel. The Consultant will ensure that the InDesign files will be fully editable for the City’s future use and will include all graphics, tables, and links. These files will be stored on the PlaceMakers FTP site for remote access by the City.

1.2 **Team.** The Consultant team consists of the following individuals:

- A. Nathan Norris, PlaceMakers; Consultant Project Representative
- B. Howard Blackson, PlaceMakers; Consultant Project Representative
- C. Geoff Dyer, PlaceMakers; Lead Designer (Charrette)
- D. Lori Lollike; PlaceMakers; Designer (off-site)
- E. Ben Brown, PlaceMakers; Press Release (off-site)
- F. Scott Doyon, PlaceMakers; Web Site (off-site)
- G. Steve Price, Urban Advantage; Illustrator (Charrette)
- H. Dan Bartman; Designer (Charrette)
- I. Chad Emerson, Legal Advisor (off-site)
- J. Richard Hall, HPE; Transportation consultant (Charrette)

1.3 **Consultant Project Representatives.** Nathan Norris and Howard Blackson are the Consultant’s Project Representatives assigned to this Project. The Consultant will not substitute another representative unless approved in writing by the City in advance of such proposed substitution. In the event the City and the Consultant cannot agree to the substitution of the Project Representative, the City or Consultant may terminate this agreement in accordance with

Article 5.

1.4 **Additional Subcontractors Require Written Consent.** No work under this Agreement will be subcontracted by the Consultant to a person or entity not mentioned in this Agreement without prior written approval from the City. Any work or services subcontracted under this Agreement will be specified by separate written Agreement and will be subject to each provision of this Agreement.

1.5 **Additional Services.** In the event the City requests services outside the scope of this Agreement, the Consultant will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services.

**ARTICLE 2  
THE CITY'S RESPONSIBILITIES**

2.1 The City's primary responsibility is to provide timely feedback and support to the Consultant.

In support of this responsibility, the City will do the following.

- A. **Provide Base Data to Consultant.** Furnish Consultant with the following documents/data pertaining to the Project three weeks prior to the start of the charrette:
  - i. City base map information in digital/print formats, including:
    - a. High-resolution aerial photography of the project sites
    - b. Project area parcel information
    - c. Other pertinent and available data.
  - ii. Copy of any Master Plans, General Plans or Master Street Plans.
  - iii. Copy of the materials produced at the Main Street Charrette in 2011.
  - iv. Copy of any City guidelines, zoning code, ordinances or requirements pertinent to the Project site that address public works criteria, street trees, streetlights, artwork, furnishings, and signage/graphics.
- B. **Create Outreach Database.** Create a database of contact information for outreach efforts that will be used to generate attendance at the charrette and subsequent meetings. The Consultant will help guide the City in its identification of key individuals and organizations.
- C. **Solicit Public Participation.** Solicit the commitment of key individuals and organizations to participate in the charrette. *Participation is critical to the success of the overall effort.*

2.2 **Timely Feedback.** The City will provide feedback and the necessary support to the Consultant in a timely manner so that the overall effort can remain on schedule. Consultant will provide an updated timetable and due dates for the requested feedback.

2.3 **Charrette Studio Space.** Workspace will be the Mississippi State University Department of Landscape Architecture Gallery.

2.4 **Charrette Public Meeting Space.** The City will provide a charrette public meeting space that is large enough to accommodate the expected number of participants during the public presentations. The City will ensure that the room has a high-lumen LCD projector, a large screen, and a cordless microphone.

2.6 **City Project Representative.** The City designates Mayor Parker Wiseman, as the City's Project Representative who is authorized to act on the City's behalf with respect to this Agreement.

### **ARTICLE 3 SCHEDULE OF DELIVERABLES AND PAYMENT**

**3.1 Deliverables & Payment Schedule.** The schedule of deliverables and payment (total payment of \$69,960 excluding expenses) is set out as follows:

- TBD: City payment of \$7,500 retainer to Consultant upon execution of the Agreement.
- TBD: City and Consultant conduct initial teleconference within one week of the execution of the Agreement.
- April 22: City completes transfer of all Base Data to Consultant.
- April 29: City completes public outreach database.
- May 4: Web Site goes live.
- May 5: Consultant delivers Press Release to City.
- May 6: City payment of \$10,000 to Consultant for Phase One (Site Analysis, Web Site, Press Release, and Charrette Preparation).
- May 11 – 17: Charrette
- May 12: Opening Presentation
- May 12-13: Specialized Stakeholder Meetings
- May 14: Open House Pin-Up
- May 16: Optional Staff/Stakeholder Meetings regarding FBC Issues
- May 17: Work in Progress Presentation (Final Presentation of Charrette)
- May 18: City payment of \$39,500 to Consultant for Phase Two (Charrette)
- NLT June 14: Draft FBC Delivered to City
- Day after Delivery of Draft FBC: City payment of \$5,960 to Consultant for Phase Three (FBC Draft)
- NLT June 28: City Provides Consultant Comments/Proposed Revisions to FBC
- NLT July 12: Revised FBC Delivered to City
- Day after Delivery of Revised FBC: City payment of \$4,500 to Consultant for Phase Four (Revised FBC)
- TBD: Presentation of FBC to Planning Commission

TBD: Presentation of FBC to the Board of Aldermen, and City payment of \$2,500 to Consultant for Phase Five (Approval Process)

TBD: Delivery of electronic files of the FBC to the City upon adoption of the FBC by the City

3.2 **Payment of Expenses.** Expenses incurred by the Consultant will be paid by the City within 30 days of the receipt of an invoice that itemizes the expenses with supporting receipts. Expenses have been estimated to amount to \$10,000. If the cumulative total of expenses exceeds \$11,000, the amount over \$11,000 will not be reimbursed by the City. If any specific expenses are disputed, the City will pay the invoice on schedule minus the disputed expenses. Expenses will include travel, lodging, food, mail delivery, and charrette supplies/printing. Invoices may be submitted electronically to the City Project Representative.

3.3 **Right to Audit.** The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

#### **ARTICLE 4 OWNERSHIP AND USE OF DOCUMENTS**

4.1 **Document Ownership & Reuse.** All documents prepared by the Consultant in connection with this Agreement are the City's property whether any project related to this Agreement is executed or not. The City agrees such documents are not intended or represented to be suitable for reuse for another project by the City or others.

4.2 **Record Retention.** The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Consultant goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City. The Consultant may use all publicly available work products from this Project for educational and marketing purposes.

#### **ARTICLE 5 TERM; TERMINATION OF AGREEMENT**

5.1 **Term of Agreement.** The term of this Agreement begins on the effective date established in the first paragraph of the Agreement and will end upon the Consultant's completion, and the City's acceptance of all services described in this Agreement unless this Agreement is terminated under Section 7.2. The Project must be completed no later than December 1, 2011.

5.2 **Termination.** This Agreement may be terminated by either party without cause upon 15 calendar days prior written notice.

5.3 **Compensation Upon Termination.** In the event of termination as provided in this Article, the Consultant will be compensated for all services performed to the date of termination. This amount will be paid by the City upon the Consultant's delivering to the City all information

and materials developed or accumulated by the Consultant in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

## **ARTICLE 6 INSURANCE AND INDEMNITY**

6.1 **Indemnification.** The Consultant will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts or omissions of the Consultant, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands, and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Consultant and/or its agents and/or employees. This obligation by Consultant will not be limited by reason of the specification of any particular insurance coverage in this Agreement. This obligation will survive the termination of this Agreement.

6.2 **Insurance.** The Consultant will procure and maintain at Consultant's expense insurance with insurance companies authorized to do business in the State of Mississippi, covering all operations under this Agreement, whether performed by Consultant or Consultant's agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Consultant has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least 30 calendar days written notice will have been given to the City. Commercial general liability insurance will be written with the City as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: For purposes of this Contract, the Consultant hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all loss that would otherwise be covered under workers' compensation acts, disability benefit acts, or other employee benefit acts, or from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Consultant, his affiliates, subsidiaries, employees, agents and assignees and their respective servants, agents and employees

Liability Insurance: Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

The stated limits of insurance required by this Paragraph are **minimum only**—they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 **Mississippi Law Governs.** This Agreement is governed by and will be construed under the laws of the State of Mississippi. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Oktibbeha County, Mississippi.

7.2 **Non-Discrimination.** In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Consultant of the Agreement.

7.3 **“Will” Means Mandatory.** The term “will” is mandatory in this Agreement.

7.4 **Severability.** Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

7.5 **Governmental Immunity.** The City’s execution and performance under this Agreement will not act as a waiver by the City of any immunity from suit to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

7.6 **Captions for Convenience.** The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

7.7 **Force Mejeure.** In the event that the performance by either the City or the Consultant of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

7.8 **Independent Contractor.** It is expressly agreed that the Consultant is an independent contractor and not an employee, agent partner or joint venturer with the City. The Consultant will not pledge or attempt to pledge the credit of the City.

## **ARTICLE 8 SUCCESSORS AND ASSIGNS**

8.1 **Successors and Assigns.** The City and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Consultant will not assign or transfer any interest in this Agreement without the prior written consent of the other.

8.2 **Partnership Change Notification.** The Consultant will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

## **ARTICLE 9 EXTENT OF AGREEMENT**

9.1 **Integration and Merger.** This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Consultant regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the City's Request for Proposals, the Consultant's proposal response and the public record of the Board of Aldermen's approval of this agreement as applicable.

9.2 **Exhibits/Attachments.** Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein. In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

**ARTICLE 10  
NOTICES**

10.1 **Notification.** Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested to the following addresses:

To the Consultant:  
Nathan R. Norris  
PlaceMakers, LLC  
12 Boardwalk Street  
Pike Road, AL 36064  
334.799.3726  
[nathan@placemakers.com](mailto:nathan@placemakers.com)

To the City:  
Mayor Parker Wiseman  
City of Starkville, Mississippi  
101 Lampkin Street  
Starkville, MS 39759  
662.323.4583  
[p.wiseman@cityofstarkville.org](mailto:p.wiseman@cityofstarkville.org)

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

City of Starkville, Mississippi

PlaceMakers, LLC

By: \_\_\_\_\_  
Parker Wiseman, Mayor

By: : \_\_\_\_\_  
Nathan Norris, Project Representative

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

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

Attest:

Attest:

By: \_\_\_\_\_  
(Signature)

By: : \_\_\_\_\_  
(Printed or typed name)

# Exhibit A: Project Area

**The Project consists of two master planning areas. The first area is the Main Street District. The second area is the University Connectors Corridor.**

**The Main Street District includes Main Street, Lampkin Street and Highway 182 from Highway 12 to Stark Road.**

**The University Connectors Corridor includes Russell Street and University Drive.**

7.

## **APPROVAL OF THE CONTRACT BETWEEN WASTE MANAGEMENT OF MISSISSIPPI AND THE CITY OF STARKVILLE FOR RECYCLING SERVICES**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the Contract between Waste Management of Mississippi and the City of Starkville for Recycling Services" is enumerated, this consent item is thereby approved.

### **RECYCLING AGREEMENT between THE CITY OF STARKVILLE and WASTE MANAGEMENT OF MISSISSIPPI, INC.**

WHEREAS, the City of Starkville, Mississippi ("the City"), desires to enter into an agreement with Waste Management of Mississippi, Inc. ("Waste Management"), for Waste Management to provide recycling collection services ("Recycling Collection Services") to the City as described herein; and

WHEREAS, Waste Management desires to provide Recycling Collection Services to the City as described herein;

NOW THEREFORE, the City and Waste Management do hereby agree as follows:

#### **1. Definitions.**

For purposes of this Agreement, the following terms shall apply:

**City:** the City of Starkville, Mississippi

**Contractor:** Waste Management of Mississippi, Inc., also referred to as Waste Management.

**Processing Center:** The material recovery facility owned and operated by Tupelo Recycling.

**Recyclable Materials:** HDPE and PET plastic containers, all types of paper, cardboard, aluminum and metal cans.

**Recycling Containers:** 30 yard roll off boxes which are owned by Waste Management.

**MSW:** Main street waste, i.e. regular trash.

**2. Term of Agreement.**

The term of this Agreement shall be for five years beginning April 1, 2011. This Agreement may be renewed for additional terms by mutual consent of the parties expressed in writing.

**3. Scope of Services.**

Contractor shall perform Recycling Collection Services in the City as follows:

Waste Management shall collect and remove all Recyclable Materials which are comingled and placed in the four (4) thirty (30) yard roll off boxes located at the following City sites:

- (2) roll-off boxes at City of Starkville Landfill, 1701 Rock Hill Road
- (1) roll-off box at Fire Station at Lampkin Street/Russell Drive
- (1) roll-off box at Fire Station at S. Montgomery Street/Academy Road

Waste Management shall provide monthly reports to the City providing the quantity of Recyclable Materials, measured by weight and number of containers collected and itemized by the dates of such collection.

The City shall contact Contractor when the Recycling Containers are ready to be serviced. The Recyclable Materials shall be transported by Contractor to the Processing Center. Contractor shall notify the City when the Recycling Containers are overloaded and can not be transported without penalties or fines and the City shall remedy such overload instances.

If the contents of a Recycling Container is contaminated with MSW, the Contractor shall notify the City, provide verification of such contamination in writing to the City, and the contents of the container shall be disposed of as MSW. The City shall be responsible for all disposal charges associated with the disposal of the contaminated Recyclable Materials.

**4. City's Representative.**

The City's Representative for purposes of this Agreement shall be the Sanitation and Environmental Services Department Head.

**5. Recycling Containers.**

The title to the Recycling Containers shall remain with the Contractor. However, the City may elect to swap out two of the roll-off containers for one (1) forty (40) yard stationary compactor provided by Contractor. In such case, Contractor shall continue to charge the City for hauling the recyclables at the same rate, but the City also shall be responsible for the payment of rent on the compactor at a rate of \$350.00 per month.

**6. Transportation of Recyclable Materials.**

Waste Management shall transport the collected Recyclable Materials to the Processing Center. Waste Management shall take title to the Recyclable Materials upon collection from the City sites and shall be responsible for the sale of such Recyclable Materials and all of the proceeds of the sales of the Recyclable Materials shall be the property of Waste Management. In the event the Processing Center becomes unable to accept the Recyclable Materials for longer than sixty (60) days, Contractor may terminate this Agreement.

**7. Compensation for Services.**

The City shall pay Contractor a rate of \$750 for each haul of the Recycling Containers, whether the containers are the 30 yard roll-off containers or the 40 yard compactor. This rate shall be adjusted annually each April 1 by changes in the Consumer Price Index (C.P.I.) during the most recently available prior one (1) year period. For purposes of this agreement, C.P.I. shall mean the Consumer Price Index - Urban Wage Earners and Clerical Workers, U.S. City Average, All items, 1982 - 84 = 100, as published by the Bureau of Labor Statistics, U.S. Department of Labor. In the event the City elects to rent a compactor from Waste Management, instead of using two roll-off containers, the City will be responsible for payment of rent on the compactor at a rate of \$350.00 per month.

Additionally, if Contractor experiences an increase in the cost of fuel after one year from the date of execution of this Agreement, it shall have the right to pass these increased costs along to the City. Contractor shall provide the City with reasonable documentation of such increased costs. For purposes of this Agreement, Contractor's base rate for fuel shall be \$3.50 per gallon of diesel fuel and shall remain fixed for the first year of this Agreement.

**8. Protection of Recyclable Materials.**

City agrees to place signs at each recycling locations that provide notice that the recyclables are City property, the containers are for recyclables only, that the recyclable containers shall not be contaminated or stolen, and that violators shall be prosecuted pursuant to City code.

**9. Permits and Licenses.**

Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein. Contractor agrees to obtain and maintain a privilege license with the City during the duration of this contract.

**10. Independent Contractor.**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City.

**11. Compliance with Laws and Regulations.**

Contractor agrees to comply with any and all federal, state and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to Waste Management, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**12. Insurance.**

Waste Management shall obtain and maintain throughout the term of this Agreement, at Waste Management's sole costs and expense, not less than the insurance coverage set forth below.

- a. Worker's Compensation (This coverage is required if Waste Management employs individuals on either a full or part-time basis to perform the work hereunder).

Coverage A	- Statutory
Coverage B	- \$500,000

- b. Comprehensive Automobile Liability

Bodily Injury	- \$1,000,000 each person
	- \$1,000,000 each accident

Property Damage	- \$1,000,000 each accident
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To include coverage for all owned, non-owned, leased and hired automobiles.

Comprehensive General Liability. (This coverage is to include Products, Operations and Contractual Liability)

Bodily Injury	- \$1,000,000 each occurrence - \$1,000,000 aggregate
Property Damage	- \$1,000,000 each occurrence \$1,000,000 aggregate

### 13. Indemnification

Contractor, agrees to assume the defense, hold harmless, and fully indemnify the City from any and all claims, suits, judgments, damages, attorney's fees, and costs arising out of or relating to the negligent or intentional acts or omissions of Contractor in its performance under this Agreement. This indemnification provision shall survive the termination of this Agreement.

#### 13.14. Termination.

- a. In the event Contractor materially defaults in the performance of any of the materials covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the City shall notify Waste Management in writing of the nature of such default. Within fifteen (15) days following such notice;
  - (1) Contractor shall correct the default; or
  - (2) In the event of a default not capable of being corrected within fifteen (15) days, Contractor shall commence correcting the default within fifteen (15) days of City's notification thereof, and thereafter correct such default within 60 days of City's notification.
  
- b. If Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which City may exercise singly or in combination.
  - (1) The right to declare that this Agreement together with all rights granted Contractor hereunder are terminated, effective upon such date as City shall designate and to seek all remedies allowed by law against Contractor for Contractor's breach;
  - (2) The right to license others to perform the services otherwise to be performed by Contractor, or to perform such services itself, and to seek all remedies allowed by law against Contractor for Contractor's breach.
  - (3) In the event of a default not capable of being corrected because of damage to the Processing Center or Drop-Off Center, due to fire or force majeure, City shall provide Waste Management with a suitable temporary location not to exceed sixty (60) days for conducting processing and drop-off services which is located within the City

limits. At the end of sixty (60) days the City has the option to terminate this agreement or continue to provide temporary drop-off services at its discretion.

**15. Notices.**

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepared and return receipt requested, addressed to the parties as follows:

To City: City of Starkville  
Sharon Boyd, Sanitation  
& Environmental Services  
101 East Lampkin Street  
Starkville, MS 39759

To Waste Management: Waste Management of Mississippi, Inc.  
3165 Northport Drive  
Belden, MS 38826  
Attn: District Manager

with a copy to: Waste Management Southern Group Office  
1000 Parkwood Circle, Suite 700  
Atlanta, GA 30339  
Attn: Group General Counsel

or to such address as the parties may designate in writing.

**16. Waiver.**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**17. Law To Govern and Venue.**

This Agreement is entered into and is to be performed in the State of Mississippi. City and Waste Management agree that the laws of the State of Mississippi shall govern the rights obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The courts of Oktibbeha County, Mississippi shall be the sole venue for any dispute that arises concerning this Agreement or the parties rights, obligations, duties, and liabilities under this Agreement.

**18. Titles of Sections.**

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

**19. Amendment.**

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

**20. Severability.**

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

**21. Successors and Assigns.**

This Agreement shall bind the parties hereto. This Agreement shall not be assigned unless both parties consent to the assignment in writing. In the event of assignment, this Agreement shall bind the parties' successors and assigns.

**22. Entirety.**

This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 5th day of April, 2011.

**CITY OF STARKVILLE, MISSISSIPPI**

**ATTEST:**

By:   
Title: Mayor, City of Starkville, MS

By:   
Title: City Clerk,  
City of Starkville, MS

**WASTE MANAGEMENT OF MISSISSIPPI, INC.**

**ATTEST:**

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

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

8.

**APPROVAL TO AMEND THE AGENDA BY ADDING ITEM X-G:  
CONSIDERATION OF PURCHASING A FULL PAGE AD AT A COST OF  
\$100.00 FROM THE COUNCIL OF COMMUNITY ORGANIZATION (COCO),  
AND TO PLACE SAID ITEM ON CONSENT**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to amend the Official Agenda by adding item X-G: Consideration of Purchasing a Full Page Ad at a cost of \$100.00 from the Council of Community Organization (COCO) and to place item on consent" is enumerated, this consent item is thereby approved.

9.

**APPROVAL OF PLANNING AND ZONING ITEM #PP 10-05: A PRELIMINARY  
PLAT (FOR "HIGH COTTON") IN A R-5 MULTI-FAMILY, HIGH-DENSITY  
ZONING DISTRICT LOCATED AT 509 RUSSELL STREET WITH 8  
CONDITIONS AS RECOMMENDED BY THE PLANNING AND ZONING  
COMMISSION**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Planning and Zoning item #PP 10-05: a Preliminary Plat (for High Cotton) in a R-5 Multi-Family, High-Density Zoning District located at 509 Russell Street, with 8 conditions as recommended by the Planning and Zoning Commission" is enumerated, this consent item is thereby approved.

**8 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 requirements for R-5 zoning dimensions.
3. Upon the recommendation of the City's Public Services Director, the following items shall be removed from the preliminary plat:
  - a. Ten-foot sewer easement.
  - b. General Notes #8, #13 and the second sentence of #16.
4. A general note shall be added to the face of the final plat prior to staff review, referencing the density variance granted by the City's Board of Adjustments & Appeals on March 23, 2011.
5. 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.
6. Condominium documents shall be submitted with the final plat for review by City staff and the City Attorney.

7. 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.
8. 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.

**10.**

**APPROVAL OF CLAIMS DOCKET #04-19-11-B  
FOR THE CITY OF STARKVILLE CLAIMS, EXCLUDING  
FIRE DEPARTMENT CLAIMS, THROUGH APRIL 14, 2011  
IN THE AMOUNT OF \$581,937.77 IN ACCORDANCE WITH  
SECTION 17-3-1 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Claims Docket #04-19-11-B which contains claims from all departments through April 14, 2011, except the Fire department, with all claims totaling \$581,937.77" is enumerated, this consent item is thereby approved.

**CLAIMS DOCKET  
# 04-19-11-B  
April 19, 2011**

General Fund	001	\$206,977.36
Restricted Police Fund	002	400.00
Restricted Fire Fund	003	0.00
Airport Fund	015	12,529.44
Sanitation	022	100,443.15
Landfill	023	1,088.62
Computer Assessments	107	0.00
Middleton Marketplace TIF Bond	125	46,459.05
City Bond and Interest	202	0.00
2009 Road Maint. Bond	304	2,338.77
Fire Station No. 5	306	69,483.82
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	14,109.63
Water/Sewer	400	109,381.87
Vehicle Maintenance	500	18,726.06
Hotel/Motel	610	0.00
2% (VCC, EDA, MSU)	630	0.00
Electric		0.00
<b>TOTAL CLAIMS</b>		<b>\$581,937.77</b>

11.

**APPROVAL TO ACCEPT THE MARCH, 2011 FINANCIALS  
FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the Acceptance of the March, 2011 Financials for the City of Starkville as presented," is enumerated, this consent item is thereby approved.

12.

**APPROVAL AUTHORIZING OUT-OF-STATE TRAVEL WITH ADVANCE  
EXPENSES IN THE AMOUNT OF \$3,277.80 FOR CITY CLERK MARKEETA  
OUTLAW TO ATTEND THE (IIMC) INTERNATIONAL INSTITUTE OF  
MUNICIPAL CLERKS 2011 ANNUAL CONFERENCE IN NASHVILLE,  
TENNESSEE MAY 6 -12, 2011**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of City Clerk Markeeta Outlaw to Travel to Nashville, Tennessee, May 6-12, 2011 to attend the (IIMC) International Institute of Municipal Clerks 2011 Annual Conference with advance expenses in the amount of \$3,277.80" is enumerated, this consent item is thereby approved.

13.

**APPROVAL TO EXECUTE THE POLE ATTACHMENT LICENSE  
AGREEMENT BETWEEN THE CITY OF STARKVILLE  
AND WINDSTREAM KDL, INC**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to Execute the Pole Attachment License Agreement between the City of Starkville and Windstream KDL, Inc.," is enumerated, this consent item is thereby approved.

**LICENSE AGREEMENT**

This License Agreement, ("Agreement"), made and entered into the 19TH day of April, 2011, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi, (hereinafter called "Licensor"), and **WINDSTREAM KDL, INC.**, a Kentucky corporation, (hereinafter called "Licensee").

**WITNESSETH:**

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

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

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

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

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

## **1. DEFINITIONS**

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

"Fiber" means fiber cable and related fiber strands, splices and terminations to be installed on and between Structures along the Route pursuant to this Agreement.

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

"NEC" means National Electrical Code, as amended.

"NESC" means National Electrical Safety Code, as amended.

"Plans" means the design and construction plans for the Fiber to be installed along the Route.

"Pole contact" is defined as any attachment by Licensee to the poles of Licensor.

"Route" means the specific route(s), as may be reduced or extended from time to time, comprising project number "RTE-482" described in Section 19 herein, upon which the Fiber will be located, and as further depicted in the Plans attached as Exhibit "A" hereto.

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

## **2. SPECIFICATIONS**

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

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

(c) It is understood and agreed between the parties that the rules and practices set out in Exhibit "B" may be changed by Licensor, and new rules and practices may be adopted by Licensor, without resort to the provisions of Section 15, relating to supplementing or amending this Agreement, and Licensee agrees to be bound by any such change or adoption.

(d) In the event that Licensor should change or adopt a rule or practice, or rules and practices, for the joint use of Structures by Licensee, Licensor shall give Licensee written notice of such change or adoption in the manner contemplated by Section 18 and Licensee agrees to make such changes or alterations in its installations or maintenance of its facilities as may be required in order to fully comply with the provisions of such notice. In the absence of a contrary provision in said notice, Licensee agrees to make all required changes or alterations within thirty (30) days after receipt.

(e) No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any Structure of Licensor, except such tag or insignia which shows Licensee to be the Licensee or lessee of such Structure and not the owner thereof, and then only after obtaining the written consent of Licensor.

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

(g) Any unbalanced loading of Licensor's Structures caused by the placement of Licensee's circuits or any other pole contact of Licensee shall be properly guyed and anchored by Licensee, at no expense to Licensor.

## **3. ESTABLISHING JOINT USE OF POLES**

(a) Before the Licensee shall make use of any of the Licensor's poles under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "C" *APPLICATION AND PERMIT FOR USE OF STRUCTURES*, and shall comply with the procedures set forth in this section.

(b) If, in the judgment of Licensor, joint use under the circumstances is undesirable, Licensor shall have the right to reject the Plans. In any event, within thirty (30) days after the receipt of such application, Licensor shall notify Licensee in writing whether the Plans are approved or rejected.

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

(d) Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the cost of making such changes. The obligations of Licensee shall not be limited to amounts shown on estimates made by Licensor. Costs include, but are not limited to, materials, labor, engineering, supervision, overheads, and tree trimming. (Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading.) An itemized statement of the actual cost of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon.

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

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

(g) Licensor reserves the right to exclude any of its facilities from joint use.

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

Licensor does not warrant or assure to Licensee any right-of-way privilege or easements; and if Licensee shall at any time be prevented from placing or maintaining its

attachments on Licensor's Structures, no liability shall attach to Licensor. Each party shall be responsible for obtaining its own easements and right-of way.

## **5. MAINTENANCE OF POLES, ATTACHMENTS AND RIGHT-OF-WAY**

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

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

(c) Whenever it is necessary to replace or relocate a Structure, Licensor shall give written notice of location to a specified Licensee contact pertaining to the Structure modified or changed. Licensee will have thirty (30) days from the written notice to make appropriate changes or transfer attachments to the Structure. If transfers are not made within the thirty (30) day notice, a charge of fifty dollars (\$50.00) per day will be assessed to Licensee until necessary transfers are made. Licensor will not be liable for any damages occurred during the period taken for Licensee to make appropriate transfers.

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

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

## **6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES**

(a) In the event it is necessary for Licensor, or for another regulated utility with whom Licensor has an agreement for the joint use of Licensor's Structures, or for another Licensee with whom Licensor has a prior agreement for the joint use of Licensor's Structures, to use the space on Structures occupied, or contracted for, by Licensee, Licensee shall, upon receipt of a thirty (30) day written notice, either vacate the space by removal of its attachments or shall authorize Licensor to replace the Structures at the expense of the Licensee, and Licensee shall pay for said replacements as provided for in 6 (b), provided, however, that Licensee has not paid for the replacement of such Structures.

(b) In any case where facilities of Licensor are required to be rearranged on the Structures of Licensor or of others to accommodate the attachments of Licensee, Licensee shall pay to Licensor the total costs incurred by Licensor in rearranging such facilities. The

Licensee shall also reimburse other users of the Structures of Licensor for their costs of rearrangements to provide space or clearance for the facilities of Licensee.

(c) Whenever it is necessary to replace or change the location of a joint use pole, for reasons other than those set out in 6 (a) and (b), and over which Licensee has no control, Licensor shall, before making such change, give due written notice to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its attachments. In case of any such Structure replacement or relocation where Licensor has transferred or removed its attachments within sixty (60) days after receipt of such written notice, Licensee shall become liable for such old Structure as provided in Section 8 (a).

(d) In the event of any changes contemplated under 6 (a), (b) or (c), Licensee shall pay the entire cost of any removal, transfer or installation of its own attachments.

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

## **7. INDEMNIFICATION AND INSURANCE**

Licensee shall indemnify, protect, and save harmless and insure Licensor from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement, removal or attachment of Licensee's equipment to Licensor's Structures or by the proximity of Licensee's cables, wires, apparatus and appliances to those of Licensor or by any act of Licensee, its agents and employees on or in the vicinity of Licensor's Structures. This duty to indemnify shall survive the termination of this Agreement. Licensee shall, at its sole expense, carry insurance in such form and in such companies as are satisfactory to Licensor to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of such loss, injury or damage. Licensee shall cause to be issued and maintained during the term of this Agreement insurance coverage of the types and in the amounts set forth below, as applicable:

### **Type of Insurance Limit**

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

## **8. ABANDONMENT OF JOINT USE POLES**

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

(b) Licensee may at any time abandon the use of a joint use pole by giving Licensor due notice in writing of such abandonment, as provided in Section 18, and removing from such Structure all attachments that Licensee may have, and in case of such abandonment of the use of any such Structure, Licensee shall pay to Licensor the full rental for the current year for the space on said Structure set aside for the use of Licensee.

(c) Notwithstanding anything to the contrary in this Section or Agreement, in the event that Licensor abandons any Structure for the purpose of providing underground utilities, Licensee shall remove all attachments to such Structure within ninety (90) days upon notice by Licensor as provided in Section 18. If Licensee has not removed its attachments within ninety (90) days, Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Such Structure shall not become the property of Licensee, and Licensee shall not retain any rights to ownership or use of such Structure.

## **9. RENTALS, CHARGES AND RATES**

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

(b) The yearly rental period covered by this Agreement shall be the twelve month period between January 1 and December 31. Rent payable for each such rental period during the continuance of this Agreement shall be due and payable on February 1 following the end of the rental period. The annual rental fee per Structure shall apply to any attachments made or removed during the year, and rents shall not be prorated.

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

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

## **10. DEFAULTS**

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

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

(c) If Licensee shall make default in any of its obligations under this Agreement and it becomes necessary for Licensor to obtain the services of an attorney, who is not a salaried employee of Licensor, to enforce such obligations, Licensee agrees to pay any and all attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.

## **11. UNAUTHORIZED ATTACHMENT**

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

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

## **12. RIGHTS OF OTHER PARTIES**

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the Structures covered by this Agreement.

### **13. TERM OF AGREEMENT**

This Agreement shall continue in force and effect for a period of one (1) year from and after the date of this Agreement, and thereafter from year to year unless terminated by either party by giving written notice of its intention so to do not less than thirty (30) days prior to the end of any period, provided, however, if Licensee shall fail to commence attachment of its facilities to the Structures of Licensor within the period of one hundred eighty (180) days after the date of execution of this License Agreement, then this License Agreement shall be null and void, and of no further force and effect. Upon termination of this Agreement, Licensee shall remove its attachments from the Structures of Licensor within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Licensor may elect to do such work and Licensee shall pay Licensor the cost.

### **14. WAIVER OF TERMS OR CONDITIONS**

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

### **15. SUPPLEMENTAL AGREEMENTS**

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

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

### **16. PAYMENT OF TAXES**

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said Structures shall be paid by Licensor thereof, but any tax, fee or charge levied on Licensor's Structures solely because of their use by Licensee shall be paid by Licensee.

### **17. INTEREST AND PAYMENTS**

All amounts to be paid by Licensee to Licensor under this Agreement shall be due and payable within thirty (30) days after an itemized statement is presented to Licensee. Any payment not made within thirty (30) days from the due date shall accrue late payment

charges at the rate of One and One Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

## **18. NOTICES**

Any notice, request, consent, demand or statement which is contemplated to be made upon either party by the other party under any of the provisions of this Agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of Licensor in the case of a notice to be given to Licensor, or personally delivered to the office of Licensee in the case of a notice to be given to licensee, or (b) deposited in the United States mail and properly addressed to the party to be served as follows:

(i) If notice is to Licensor,

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

With a copy to:

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

(ii) If notice is to Licensee,

Kentucky Data Link, Inc.  
Attention: Sr VP of Fiber Transport  
5020 Smythe Drive  
Evansville, Indiana 47715

With a copy to:

Kentucky Data Link, Inc.  
Attention: Legal Department  
8825 Bond Street  
Overland Park, KS 66214

## **19. SUPPLYING INFORMATION**

(a) It is understood and agreed to between the parties that Licensee shall furnish to Licensor within thirty (30) days after the execution of this Agreement a detailed sketch or map upon which will be shown the precise locations by streets or roads of the Structures covered by this Agreement (the "Route"), showing the facilities installed or to be installed upon the joint use poles and the pole numbers upon which these facilities are to be attached. Such sketch or map shall be reviewed by, and approved, commented upon, or rejected by the

engineers of Licensor, and Licensee agrees to make any and all such changes in said sketch or map as are suggested by said engineers. Licensee shall not begin the installation of any facilities covered by this Agreement until engineering approval by Licensor is granted.

(b) Within one hundred twenty (120) days after the completion of the initial installation of the facilities, as set forth on the above mentioned sketch or map, Licensee shall furnish to Licensor a revised copy of said sketch or map showing the precise location of each power supply, pole contact, and other attachment of Licensee which is actually installed on Structures of Licensor. Such revised sketch or map shall be verified by Licensor and shall be the basis for determining the number of pole contacts made initially.

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

(d) Upon request of Licensor or Licensee, but not sooner than six (6) years after the execution of this Agreement, and every six (6) years thereafter, or as may be mutually agreed upon, the parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that Licensee is occupying any Structures of Licensor without having advised Licensor as provided in Section 16, Licensee shall pay to Licensor the rental for such Structures from the date that Licensee's attachments were installed on such Structures, or if dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

## **20. CONSTRUCTION OF AGREEMENT**

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

## **21. PRIOR AGREEMENTS SUPERSEDED**

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

## **22. ASSIGNMENT OF AGREEMENT**

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other party.

In witness whereof, the parties have caused this Agreement to be duly executed.

**WINDSTREAM KDL, INC.,  
LICENSEE  
ATTEST:**

\_\_\_\_\_  
By: John Greenbank  
Title: Sr. Vice President of Fiber Transport

**CITY OF STARKVILLE, MISSISSIPPI,  
LICENSOR**

ATTEST:

\_\_\_\_\_

Secretary By: \_\_\_\_\_

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

**EXHIBIT “B”  
RULES AND PRACTICES FOR  
TELEVISION ATTACHMENTS**

1. All facilities attached to Licensor’s Structures shall be installed in a manner to ensure compliance with the requirements of the “National Electrical Safety Code” in effect at the time of installation.
2. The location of all cables or power supplies on Licensor’s Structures shall be approved in writing by Licensor. No attachments shall be made without prior approval of Licensor.
3. All television cables and power supplies shall be located on the same side of each Structure as any existing telephone cable, or as designated by Licensor.
4. On joint use poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the Structure opposite the secondary conductors, or as designated by Licensor.
5. Licensee’s service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing Structure ground with #6 solid, bare, soft drawn copper wires.
7. No power supply shall be installed on any of Licensor’s Structures on which are already installed transformers, underground electric services, capacitor banks, or sectionalizing equipment.
8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All attachments or facilities of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). Clearances not specified in this rule shall be determined by reference to the “National Electrical Safety Code”.

11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.

12. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.

13. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Structure, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this License Agreement.

14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to jointly used poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.

15. In the event that any of Licensee's proposed facilities are to be installed upon Structures already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.

16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for the purpose.

17. Licensee shall provide a written statement, signed by a Professional Engineer representing Licensee, which its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10, a, b, & c.

**EXHIBIT "C"**  
**APPLICATION AND PERMIT FOR USE OF STRUCTURES**

Application No. \_\_\_\_\_  
Date \_\_\_\_\_

In accordance with the terms of the Agreement dated April \_\_\_\_, 2011, application is hereby made for Licensee to make attachments to \_\_\_\_ Structures located in or near the City of Starkville in the County of Oktibbeha and the State of Mississippi.

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

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

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

MISSISSIPPI

CITY OF STARKVILLE,  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

WINDSTREAM KDL, INC.  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Certification to be completed

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

Registration Number (State) \_\_\_\_\_

Engineer's Signature \_\_\_\_\_

14.

**APPROVAL TO ACCEPT THE LOWEST AND BEST BID OF  
\$103,355.00 SUBMITTED BY GLOBAL, INC., FOR A BACKYARD  
HYDRAULIC DIGGER DERRICK WITH CHASSIS AND FINANCING  
AT 3.5% SUBMITTED BY REGIONS BANK**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best bid of \$103,355.00 submitted by Global, Inc., for a backyard Hydraulic Digger Derrick with Chassis and financing at 3.5% submitted by Regions Bank" is enumerated, this consent item is thereby approved.

**STARKVILLE ELECTRIC DEPARTMENT  
HYDRAULIC BACKYARD DIGGER DERRICK  
WITH CHASSIS & TRAILER**

**BID OPENING  
FEBRUARY 17, 2011 - 10:00 A.M.**

<b>NAME</b>	<b>BID AMOUNT</b>	<b>LESS TRADE-IN</b>	<b>TOTAL BID</b>	<b>APPARENT BEST BID</b>
GLOBAL B'HAM, AL	\$116,855.00	\$13,500.00 digger derrick & trailer	\$103,355.00	<b>APPARENT BEST BID</b>
TEREX UTILITIES SAN ANTONIO, TX	\$132,165.00	\$23,000.00 digger derrick & trailer	\$109,165.00	
NESCO SALES BLUFFTON, IN	\$128,501.00	\$7,500.00 digger derrick & trailer	\$121,001.00	

15.

**APPROVAL TO ACCEPT THE LOWEST AND BEST BID OF  
\$147,842.00 SUBMITTED BY ALTEC FOR A 55-FOOT MATERIAL  
HANDLING BUCKET TRUCK & CHASSIS AND FINANCING  
AT 3.5% SUBMITTED BY REGIONS BANK**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best bid of \$147,842.00 submitted by Altec, for a 55-foot Material Handling Bucket Truck with

Chassis and financing at 3.5% submitted by Regions Bank" is enumerated, this consent item is thereby approved.

**STARKVILLE ELECTRIC DEPARTMENT  
55 FOOT MATERIAL HANDLING  
BUCKET TRUCK & CHASSIS**

BID OPENING

<b>NAME</b>	<b>BID AMOUNT</b>	<b>LESS TRADE-IN</b>	<b>TOTAL BID</b>	<b>APPARENT BEST BID</b>
TRUCK CENTER, INC. TUPELO, MS	\$162,545.00	\$8,500.00 bucket truck \$500.00 digger truck	\$153,545.00	
ALTEC SAN ANTONIO, TX	\$156,842.00	\$8,500.00 bucket truck \$500.00 digger truck	\$147,842.00	<b>APPARENT BEST BID</b>
TERREX UTILITIES SAN ANTONIO, TX	\$162,663.00	\$4,500.00 bucket truck \$2,000.00 digger truck	\$156,163.00	

FEBRUARY 17, 2011 - 10:00 A.M.

**16.**

**APPROVAL AUTHORIZING AN INFORMATIONAL INSERT BE PLACED  
IN THE STARKVILLE ELECTRIC'S UTILITY BILLS ON  
BEHALF OF THE MISSISSIPPI STATE UNIVERSITY  
ECOCAR TEAM**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing an information insert be placed in the Starkville Electric's utility bills on behalf of the Mississippi State University EcoCar Team" is enumerated, this consent item is thereby approved.

**17.**

**APPROVAL TO AUTHORIZE HIRING A TEMPORARY EMPLOYEE  
FOR THE VACANT POSITION OF  
ADMINISTRATIVE ASSISTANT TO THE MAYOR AND BOARD**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to authorize hiring a Temporary Employee for the vacant position of Administrative Assistant to the Mayor and Board until the hiring process can be completed and a selection approved" is enumerated, this consent item is thereby approved.

18.

**APPROVAL AUTHORIZING MODIFICATIONS TO THE  
JOB DESCRIPTION AND PAY RATE AND AUTHORIZATION TO  
ADVERTISE TO FILL THE VACANT POSITION OF  
ADMINISTRATIVE ASSISTANT TO THE MAYOR AND BOARD**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing modifications to the Job Description and Pay Rate and authorization to advertise to fill the vacant position of Administrative Assistant to the Mayor and Board" is enumerated, this consent item is thereby approved.

**CITY OF STARKVILLE  
JOB DESCRIPTION**

<b>Title:</b> ADMINISTRATIVE ASSISTANT	<b>Department:</b> Mayor's Office
<b>Reports to:</b> Mayor	<b>Classification:</b> NON-EXEMPT, Grade 8
<b>Date Prepared:</b> 4/15/2011	<b>Approved by Board:</b>

**GENERAL POSITION SUMMARY:**

This Administrative Assistant position will perform a variety of administrative support, office support and/or secretarial duties, including administrative management of special activities for the Mayor and Board of Aldermen and other departments as designated. The Administrative Assistant will uphold the strictest confidentiality regarding all personnel and other departmental matters. The Administrative Assistant will perform related duties as assigned and possess the ability to perform the essential functions of the job

**ESSENTIAL JOB FUNCTIONS:**

Duties may include, but are not limited to, the following:

- Perform a wide variety of administrative support, office support and/or secretarial duties, including administrative management of special activities for the Mayor and Board of Aldermen and the Mayor's office including screening and handling of calls. May perform work for other departments as may be designated by the Mayor.
- Assist in the organization, and operational activities of the Mayor's office.
- Assist in the preparation and administration of the office budget.
- Develop and implement new and revised office procedures and forms.
- Participate in maintaining a wide variety of correspondence, agendas of meetings, reports, and other materials.
- Perform research on a variety of administrative, fiscal, and operational issues.
- Handles all public records requests in accordance with established City policy and mandated guidelines.
- Assist in preparing speeches, news releases, radio broadcasts, and other media information.
- Coordinate commendation, certificate, and award programs.
- Participate in the scheduling of the Mayor's, other elected officials, and designated staff appointments and civic and social engagement.
- Receive, respond to, and refer citizen complaints and reports.
- Coordinate office activities with other City departments and divisions and with outside agencies.

- Independently respond to letters and general correspondence of a routine nature.
- Notarize documents as may be required for the Mayor's office and City staff.
- The nature of this position requires that time away from the work station be kept to a minimum in order to be accessible as may be required.

**OTHER FUNCTIONS:**

- Organization, procedures, and operating details of municipal government.
- City rules, regulations, and policies.
- Record keeping principles and procedures.
- Modern office methods, procedures, equipment, and business letter writing.
- Personal computer operation and software applications.
- Public relations and information techniques.
- Research techniques, methods, and procedures and report presentation.

**ABILITY TO:**

- Interpret and apply administrative and departmental policies, laws, and rules.
- Analyze situations carefully and adopt effective courses of action.
- Organize workload to ensure responsibilities are carried out in a timely manner.
- Communicate clearly and concisely, orally and in writing.
- Work independently in the absence of supervision.
- Establish and maintain effective and cooperative working relationships; promote good public relations; meet the general public with courtesy and tact.
- Maintain the confidentiality of privileged information.
- Operate standard office equipment including a typewriter, personal computer, and applicable software programs, fax, telephone, copier, postage machine, calculator, and other office equipment as may be required.

**SUPERVISORY RESPONSIBILITY:**

None

**INTERPERSONAL CONTACTS:**

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

**PHYSICAL, MENTAL, and OTHER CAPABILITIES**

Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

**JOB CONDITIONS:**

The job is performed primarily indoors in an office setting.

**EDUCATION, QUALIFICATIONS, AND/OR EXPERIENCE REQUIRED:**

High school diploma or equivalent plus an Associate's Degree or equivalent in office administration or a related field, three (3) or more years of responsible administrative support experience, excellent written and verbal communications skills, working knowledge of word processing, spreadsheets and database software packages; or any equivalent combination of related experience and/or education as determined by the Personnel Officer and approved by the Mayor and Board of Aldermen. Must have valid MS Driver's License and be able to meet requirements for coverage under City's automobile insurance policies. Must be able to meet requirements for being licensed as a Notary Public in the State of Mississippi.

**Preferred Qualifications**—A bachelor's degree or equivalent training in business, public administration or a related field and experience working in the public sector. Job experience beyond the minimum required.

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

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

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

19.

**APPROVAL TO ISSUE A NOTICE TO PROCEED TO THE LOWEST SOURCE OF SUPPLY BIDDER, STIDHAM CONSTRUCTION, TO INSTALL 1,200 LINEAR FEET OF 12" WATER MAIN ALONG HWY 25 AT A COST NOT TO EXCEED \$7,881.50**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to issue a Notice to Proceed to the lowest Source of Supply bidder, Stidham Construction, to install 1,200 linear feet of 12" Water Main along Hwy 25 at a cost not to exceed \$7,881.50" is enumerated, this consent item is thereby approved.

**SOURCE OF SUPPLY BIDS  
TO INSTALL WATER LINES**

<b>NAME</b>	<b>BID AMOUNT</b>	<b>APPARENT BEST BID</b>
Stidham Construction	\$7,881.50	Apparent Best Bid
The Dirt Company	\$7,960.00	
Buy The Yard	\$8,160.00	
Renrock	\$9,957.96	

20.

**APPROVAL AUTHORIZING THE MAYOR TO SIGN THE LETTER TO MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUESTING AN EXTENSION OF THE AGREED ORDER FOR CARVER DRIVE**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing the Mayor to sign the letter to Mississippi Department of Environmental Quality requesting an extension of the Agreed Order for Carver Drive" is enumerated, this consent item is thereby approved.

21.

**APPROVAL TO DECLARE SCRAP WATER METERS  
AS SURPLUS PROPERTY AND TO ACCEPT THE BEST BID  
SUBMITTED BY PAUL GUY FOR DISPOSAL**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to declare scrap water meters as surplus property and to accept the best bid submitted by Paul Guy for disposal" is enumerated, this consent item is thereby approved.

<b>PURCHASING AND PROCURMENTS</b>						
<b>PUBLIC SERVICES DEPARTMENT</b>						
ITEM: <u>SCRAP WATER METER</u>					BID DATE: <u>4/12/2011</u>	
<b>COMPANY NAME</b>	<b>3/4"</b>	<b>1"</b>	<b>1.5"</b>	<b>2.0"</b>	<b>TOTAL \$ AMOUNT</b>	<b>BEST BID</b>
<b>APPROX. QTY</b>	<b>815</b>	<b>29</b>	<b>22</b>	<b>30</b>		
STEVENS INDUSTRY 1058 HWY 98 EAST MCCOMB, MS 39698	\$6.25 \$5,093.75	\$12.00 \$348.00	\$14.00 \$308.00	\$25.00 \$750.00	\$6,499.75	
DINO MILLER 1442 WOODFOREST BLVD. HOUSTON, TX 77015	\$5.00 \$4,075.00	\$10.00 \$290.00	\$14.00 \$308.00	\$20.00 \$600.00	\$5,273.00	
PAUL GUY 4112 HWY 15 NORTH LAUREL, MS 39440	\$7.25 \$5,908.75	\$10.00 \$290.00	\$12.50 \$275.00	\$17.50 \$525.00	\$6,998.75	<b>BEST BID</b>
NATIONWIDE SURPLUS 4915 IRVINGTON BLVD HOUSTON, TX 77009	\$5.85 \$4,767.75	\$13.00 \$377.00	\$19.50 \$429.00	\$28.00 \$840.00	\$6,413.75	
SOUTHERN SURPLUS						

10027 HWY 82 EAST GREENWOOD, MS 38930	\$5.65	\$11.35	\$15.85	\$24.65	\$6,022.10	
	\$4,604.75	\$329.15	\$348.70	\$739.50		
TRELOAR ENTERPRISES INTL INC 110 NORTH NEWSTEAD #102 ST. LOUIS, MO 63108					\$2,544.42	
	\$1,111.11	\$377.77	\$477.77	\$577.77		

**END OF CONSENT ITEMS**

**Mayor Parker Wiseman** congratulated the Police Chief for the Police Department’s being accepted as “State Certified.” This accomplishment is a necessary step in becoming Nationally Certified.

**Alderman Sandra Sistrunk** announced the special event at the Heritage Museum on Tuesday night April 26, 2011 at 7:00 p.m. and encouraged the public to attend.

**CITIZEN COMMENTS**

**Mr. Alvin Turner**, ward 7, expressed the agitation of concerned citizens regarding bushes and limbs that remain on the sidewalk for long periods of time. He also made the Board aware of the dangers of the very dim lighting on Lafayette St.

**Ms. Dorothy Isaac**, ward 6, commended the city for the “working sirens,” and gave a special thanks to the Sanitation workers for their diligence during the storm.

22.

**A MOTION TO APPROVE THE RESOLUTION PURSUANT TO SECTION 17-21-3 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, APPROVING OF AND CONSENTING TO THE RATIFICATION AND JOINDER BY AA STARKVILLE, LLC OF PLAT; AUTHORIZING THE MAYOR TO EXECUTE APPROVAL OF SAID RATIFICATION AND JOINDER; AUTHORIZING THE CHANCERY CLERK TO MAKE A MARGINAL NOTATION ON THE PLAT INDICATING SUCH RATIFICATION AND JOINDER; AND AUTHORIZING THE CHANCERY CLERK TO RECORD SUCH RATIFICATION AND JOINDER**

There came for consideration the matter of a Ratification and Joinder by AA Starkville, LLC, that allows corrective notations on the Plat recognizing AA Starkville, LLC as owners. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve the Resolution Pursuant to §17-21-3 of the Mississippi Code of 1972, as amended, Approving of and Consenting to the Ratification and Joinder by AA Starkville, LLC of Plat; Authorizing the Mayor to execute approval of said Ratification and Joinder; Authorizing the Chancery Clerk to make a marginal notation on the Plat indicating such Ratification and Joinder; and Authorizing the Chancery Clerk to Record such Ratification and Joinder, 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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

**23.**

**A MOTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF STARKVILLE AND DIVERSIFIED LENDERS FOR THE FINANCING OF INCODE SOFTWARE FROM TYLER TECHNOLOGIES**

There came for consideration the matter of a Lease Agreement with Diversified Lenders for the financing of Incode Financial Software for the City Clerk's Office. After discussion, and

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Jeremiah Dumas, to approve the executing a lease agreement with Diversified Lenders, Inc. for the purchase of Financial Software for the City Clerk's Office in the amount of \$134,940.88 for a period of three years with 0% interest paying with a monthly payment of \$3,748.33, upon the City Attorney's review and approval of the lease document, 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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

24.

**A MOTION TO APPROVE HIRING MR. RANDALL SCOTT GRICE TO FILL THE VACANT POSITION OF SYSTEMS/NETWORK ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT AT GRADE 13 STEP 5B, \$45,396.30 ANNUAL SALARY, SUBJECT TO 1-YEAR PROBATION**

There came for consideration the matter of filling the vacant System/Network Administrator's position in the Information Technology Department. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to approve employing Mr. Randall Scott Grice to fill the vacant position of Systems/Network Administrator in the Information Technology Department at Grade 13, Step 5B, \$45,396.30 annual salary, subject to a 1-year probationary period, 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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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

25.

**A MOTION TO APPROVE HIRING MR. ANDREW N. NAGEL TO FILL THE VACANT POSITION OF GIS COORDINATOR IN THE PUBLIC SERVICES DEPARTMENT AT GRADE 12 STEP 8, \$44,211.91 ANNUAL SALARY, SUBJECT TO 1-YEAR PROBATION**

There came for consideration the matter of filling the vacant GIS Coordinator's position in the Public Services Department. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to approve employing Mr. Andrew Nagel to fill the vacant position of GIS Coordinator in the Public Services Department at Grade 12, Step 8, \$44,211.91 annual salary, subject to a 1-year probationary period, 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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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

26.

**A MOTION TO APPROVE HIRING MR. BOBBY W. HALL TO FILL THE VACANT POSITION OF BUILDING OFFICIAL IN THE BUILDING, CODES, & PLANNING DEPARTMENT AT GRADE 14 STEP 8A, \$54,031.37 ANNUAL SALARY, SUBJECT TO 1-YEAR PROBATION**

There came for consideration the matter of filling the vacant Building Official's position in the Building, Codes and Planning Department. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to approve employing Mr. Bobby W. Hall to fill the vacant position of Building Official in the Building, Codes and Planning Department at Grade 14, Step 8A, \$54,031.37 annual salary, subject to a 1-year probationary period, 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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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

27..

**A MOTION TO ADJOURN**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Sandra Sistrunk, 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>Absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>

Alderman Henry Vaughn, Sr.

Voted: Yea

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 3, 2011, 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 \_\_\_\_\_ 2010.

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

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

(SEALED)