

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

**The City of Starkville, Mississippi
May 17, 2011**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on May 17, 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 Ben Carver, Eric Parker, Jeremiah Dumas, Roy A. Perkins and Henry Vaughn, Sr. Absent were Aldermen Sandra Sistrunk and 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 May 17, 2011 Official Agenda

Add to Consent Item IX-2 regarding Approving the MSU Grant Application to the U.S. EDA to develop a Regional proof of Concept Center for the Acceleration of Green Technologies in North Mississippi..

Add to Consent Item X-C regarding A Memorandum of understanding between the Starkville Main Street Association and the City of Starkville on the City's portion of the participation in the costs of landscaping the Downtown Main Street Planting beds.

Add to Consent Item X-D regarding A Tax Abatement to Medical Development Properties, LLC, for the Premiere Imaging Research Facility.

Add to Consent Item X-E regarding Making Appointments to fill the available positions on multiple committees and boards. John Moore and Ira Loveless Planning/ Zoning. Superintendent to the Comprehensive Planning Committee. Wendell Gibson Park and Recreation and Marco Nicovich Board of Adjustment and Appeals.

Add to Consent Item X-F regarding Making payment to Placemakers, LLC, in the amount of \$57,000.00 for services rendered to date May 17, 2011 contingent upon receipt of an invoice.

Add to Consent Item I-2 regarding to Hire Thomas Ware to fill the vacant position of operator 2 in the Wastewater Division of the Public Services Department.

Remove from Agenda Item VII-B regarding Habitat for Humanity requesting a waiver of fees for the Landfill as in-kind services.

1.

A MOTION TO APPROVE

THE OFFICIAL AGENDA AS REVISED

There came for consideration the matter of approving and adopting the May 17, 2011 Official Agenda of the Recess Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

Upon the motion of Alderman Jeremiah Dumas., duly seconded by Alderman Roy A' Perkins, to approve the May 17, 2011 Official Agenda as modified with items listed as consent, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Absent</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, MAY 17, 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:

CONGRATULATIONS TO:

BEN GRIFFITH AND EDWARD KEMP WHO ARE NOW DULY REGISTERED ASFPM CERTIFIED FLOODPLAIN MANAGERS

INTRODUCTION OF NEW EMPLOYEES:

SCOTT GRICE – IT DEPARTMENT – NETWORK AND SYSTEMS ADMINISTRATOR

ANDREW NAGEL – PUBLIC SERVICES DEPARPARTMENT – GIS COORDINATOR

BOB HALL – BUILDING, CODES AND PLANNING DEPARTMENT – BUILDING OFFICIAL

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

- A. MATTHEW RYE AND HEATHER CARSON PRESENTING THE PARK COMMISSION GRANT EFFORTS FOR PLAYFUL CITY, USA.
- B. PRESENTATION BY HABITAT FOR HUMANITY REQUESTING A WAIVER OF FEES FOR THE LANDFILL AS IN-KIND SERVICES.

VIII. PUBLIC HEARING

THERE ARE NO PUBLIC HEARINGS SCHEDULED

IX. MAYOR'S BUSINESS

~~**** 1. CONSIDERATION OF THE APPROVAL OF THE USE OF THE STARKVILLE/OKTIBBEHA COUNTY LANDFILL BY HABITAT FOR HUMANITY AS IN KIND SERVICES FOR FISCAL YEAR 2011 AND 2012 IN ACCORDANCE WITH THE STATUTORY AUTHORIZATION PROVIDED IN MS CODE §17-3-1 ET SEQ.~~

2. CONSIDERATION OF APPROVING THE LETTER OF INTENT IN SUPPORT OF THE MSU GRANT APPLICATION TO THE U.S. EDA TO DEVELOP A REGIONAL PROOF OF CONCEPT CENTER FOR THE ACCELERATION OF GREEN TECHNOLOGIES IN NORTH MISSISSIPPI.

- ***** 3. *CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN THE GRANT APPLICATION FOR THE PLAYFUL CITY, USA, PROGRAM.*

X. BOARD BUSINESS

- A. PROGRAM PROVIDING RESULTS, FINDINGS AND RECOMMENDATIONS BY PLACEMAKERS, LLC, ON THE FORM BASED CODE PROJECT FOR THE CITY OF STARKVILLE DOWNTOWN CORRIDOR.
- B. CONSIDERATION OF A CONSTRUCTION CHANGE ORDER FOR ELLIS CONSTRUCTION FOR THE PAT STATION ROADWAY EXTENSION PROJECT.
- C. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE STARKVILLE MAIN STREET ASSOCIATION AND THE CITY OF STARKVILLE ON THE CITY'S PORTION OF THE PARTICIPATION IN THE COSTS OF LANDSCAPING THE DOWNTOWN MAIN STREET PLANTING BEDS.
- D. CONSIDERATION OF PROVIDING A TAX ABATEMENT TO MEDICAL DEVELOPMENT PROPERTIES, LLC, FOR THE PREMIERE IMAGING RESEARCH FACILITY.
- E. CONSIDERATION OF MAKING APPOINTMENTS TO FILL THE AVAILABLE POSITIONS ON MULTIPLE COMMITTEES AND BOARDS.

- ***** F. *CONSIDERATION OF MAKING PAYMENT TO PLACEMAKERS, LLC, IN THE AMOUNT \$57,000.00 FOR SERVICES RENDERED TO DATE, MAY 17, 2011.*

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST AUTHORIZATION TO APPRAISE A 7.4 ACRE PARCEL OF AIRPORT PROPERTY LOCATED ON MILEY ROAD.

B. BUILDING, CODES AND PLANNING DEPARTMENT

1. REQUEST APPROVAL OF A THREE (3) YEAR LEASE AGREEMENT WITH IKON OFFICE SOLUTIONS FOR A COPIER UNDER STATE CONTRACT.

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 MAY 12, 2011.

2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING APRIL 30, 2011, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

3. REQUEST APPROVAL OF A THREE (3) YEAR LEASE AGREEMENT WITH IKON OFFICE SOLUTIONS FOR A COPIER UNDER STATE CONTRACT.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN A MUTUAL AID AGREEMENT

F. ENGINEERING AND STREETS

1. REQUEST APPROVAL OF THE LOW BID FOR THE 2011 STREET IMPROVEMENT PROJECT AND AUTHORIZATION TO ENTER AN AGREEMENT WITH SAID CONTRACTOR.

2. REQUEST APPROVAL TO ENGAGE CLAYTON MCHANN AS AN INDEPENDENT CONTRACTOR TO PERFORM CONSTRUCTION INSPECTOR DUTIES IN CONNECTION WITH THE 2011 CAPITAL IMPROVEMENT PROGRAM.

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, ANDREW DEMERRITT, NATHAN HERNDON, ALEX LUMMUS, KENNETH WILSON, JONATHAN GOODMAN AND TAURUS YOUNG TO FILL VACANT POSITIONS AS FIREFIGHTERS IN THE FIRE DEPARTMENT.~~

2. REQUEST AUTHORIZATION TO HIRE THOMAS WARE TO FILL THE VACANT POSITION OF OPERATOR 2 IN THE WASTEWATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.

***** ~~3. REQUEST APPROVAL OF THE ASSISTANT CITY PLANNER JOB DESCRIPTION AND AUTHORIZATION TO ADVERTISE FOR SAID POSITION.~~

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO INSERT ANNUAL DRINKING WATER QUALITY REPORT INTO JUNE UTILITY BILLS.

2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO DUKE'S ROOT CONTROL, INC., THE SOLE SOURCE OF SUPPLY BIDDER, TO TREAT 10,875 LF OF CITY SEWER MAINS IN AN AMOUNT NOT TO EXCEED \$22,440.

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 JUNE 7, 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

2. CONSIDERATION OF APPROVING THE LETTER OF INTENT IN SUPPORT OF THE MSU GRANT APPLICATION TO THE U.S. EDA TO DEVELOP A REGIONAL PROOF OF CONCEPT CENTER FOR THE ACCELERATION OF GREEN TECHNOLOGIES IN NORTH MISSISSIPPI.

X. BOARD BUSINESS – NO ITEMS

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST AUTHORIZATION TO APPRAISE A 7.4 ACRE PARCEL OF AIRPORT PROPERTY LOCATED ON MILEY ROAD.

B. BUILDING DEPARTMENT

1. REQUEST APPROVAL OF A THREE (3) YEAR LEASE AGREEMENT WITH IKON OFFICE SOLUTIONS FOR A COPIER UNDER STATE CONTRACT.

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 MAY 12, 2011.
2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING APRIL 30, 2011, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

3. REQUEST APPROVAL OF A THREE (3) YEAR LEASE AGREEMENT WITH IKON OFFICE SOLUTIONS FOR A COPIER UNDER STATE CONTRACT.
- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT
1. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN A MUTUAL AID AGREEMENT
- F. ENGINEERING AND STREETS
1. REQUEST APPROVAL OF THE LOW BID FOR THE 2011 STREET IMPROVEMENT PROJECT AND AUTHORIZATION TO ENTER AN AGREEMENT WITH SAID CONTRACTOR.
 2. REQUEST APPROVAL TO ENGAGE CLAYTON MCHANN AS AN INDEPENDENT CONTRACTOR TO PERFORM CONSTRUCTION INSPECTOR DUTIES IN CONNECTION WITH THE 2011 CAPITAL IMPROVEMENT PROGRAM.
- G. FIRE DEPARTMENT - NO ITEMS
- H. PERSONNEL – NO ITEMS
- I. POLICE DEPARTMENT – NO ITEMS
- J. PUBLIC SERVICES
1. REQUEST APPROVAL TO INSERT ANNUAL DRINKING WATER QUALITY REPORT INTO JUNE UTILITY BILLS.
 2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO DUKE’S ROOT CONTROL, INC., THE SOLE SOURCE OF SUPPLY BIDDER, TO TREAT 10,875 LF OF CITY SEWER MAINS IN AN AMOUNT NOT TO EXCEED \$22,440.
- K. SANITATION AND ENVIRONMENTAL SERVICES - NO ITEMS

CONSENT ITEMS 2 - 18

2.

**APPROVAL TO EXECUTE A LETTER OF SUPPORT FOR THE
i6 GREEN GRANT PROJECT TO ESTABLISH A CONCEPT CENTER
TO ACCELERATE THE COMMERCIALIZATION OF
GREEN TECHNOLOGIES IN NORTH MISSISSIPPI**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A’ Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to execute a letter of support for the i6 Green grant project to establish a concept center to accelerate the commercialization of Green Technologies in North Mississippi” is enumerated, this consent item is thereby approved.

3.

**APPROVAL TO AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR
A GRANT APPLICATION FOR THE PLAYFUL CITY, USA PROGRAM**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to authorize the Mayor to sign a letter of support for a grant application for the Playful City, USA Program" is enumerated, this consent item is thereby approved.

4.

**APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN
STARKVILLE MAIN STREET ASSOCIATION AND THE CITY OF STARKVILLE ON
THE CITY'S PORTION OF THE PARTICIPATION IN THE COSTS OF
LANDSCAPING THE DOWNTOWN MAIN STREET PLANTING BEDS**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the Memorandum of Understanding between Starkville Main Street Association and the City of Starkville on the City's portion of the participation in the costs of landscaping the Downtown Main Street Planting Beds." is enumerated, this consent item is thereby approved.

**MEMORNDUM OF UNDERSTANDING BETWEEN
THE CITY OF STARKVILLE
AND THE MAIN STREET ASSOCIATION**

WHEREAS, The City of Starkville recognizes the significance of the beautification of the downtown main street landscape features; and,

WHEREAS, the City of Starkville acknowledges the shared responsibility for the continued beautification of the Main Street landscaping; and,

WHEREAS, the City of Starkville and the Main Street Association wish to partner in the annual upkeep of those areas of downtown that are mutually of interest;

NOW, THEREFORE, the City of Starkville, Mississippi, considering the significance of the attractive quotient necessary for the success of its downtown area and concurring with the Main Street Association in the need for annual maintenance and plantings do hereby agree that the City of Starkville will provide budgeted funds on an annual basis for the participation in such upkeep and beautification in the amount of ten thousand dollars (\$10,000) with the current 2011 fiscal year's approved amount not to exceed \$5,000.00 coming from the City's ending fund balance;

AND, BE IT FURTHER UNDERSTOOD that the Starkville Main Street Association agrees that they will be the responsible party for any and all planning, coordination and execution of the work to be performed to establish and maintain the downtown area for such a beautification effort. Starkville Main Street agrees that it will provide to the City an annual plan for such work to be done and shall present said plan to the City in preparation for

its budget year compilation at a Regular Board meeting prior to the final approval of the City Budget for any fiscal year.

ADOPTED on this, the 17th day of May, 2011, by the City of Starkville, Mississippi.

UPON MOTION of Alderman Dumas duly seconded by Alderman Perkins

the aforesaid Memorandum of Understanding was put to a roll call vote with the Aldermen voting as follows:

Ben Carver	Voted: Aye
Sandra Sistunk	Voted: Absent
Eric Parker	Voted: Aye
Richard Corey	Voted: Absent
Jeremiah Dumas	Voted: Aye
Roy A'. Perkins	Voted: Aye
Henry Vaughn	Voted: Aye

The foregoing MOU has been agreed and approved as attested to by the following signatures:

MICHELLE JONES, PRESIDENT
STARKVILLE MAIN STREET ASSOC.

PARKER Y. WISEMAN, MAYOR
CITY OF STARKVILLE

5.

APPROVAL OF A TAX ABATEMENT FOR THE MEDICAL DEVELOPMENT PROPERTIES, LLC, FOR THE PREMIERE IMAGING RESEARCH FACILITY

Upon the motion of Alderman Jeremiah Dumas duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of a tax abatement for Medical Development Properties, LLC, for the Premiere Imaging Research Facility." is enumerated, this consent item is thereby approved.

6.

APPROVAL TO APPOINT JOHN MOORE AND IRA LOVELESS TO THE PLANNING AND ZONING COMMISSION; STARKVILLE SCHOOL SUPERINTENDENT TO THE COMPREHENSIVE PLANNING COMMITTEE; WENDELL GIBSON TO THE PARK COMMISSION AND MARCO NICOVICH TO THE BOARD OF ADJUSTMENTS AND APPEALS

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to appoint John Moor and Ira Loveless to the Planning and Zoning Commission; Starkville School Superintendent to the Comprehensive Planning

Committee; Wendell Gibson to the Park Commission and Marco Nicovich to the Board of Adjustments and Appeals" is enumerated, this consent item is thereby approved.

7.

APPROVAL OF A \$57,000.00 PAYMENT TO PLACEMAKERS, LLC FOR SERVICES RENDERED TO DATE, MAY 17, 2011, UPON RECEIPT OF AN INVOICE

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to pay Placemakers, LLC \$57,000.00 for services rendered to date May 17, 2011 after receiving an invoice" is enumerated, this consent item is thereby approved.

8.

APPROVAL TO OBTAIN AN APPRAISAL FOR A 7.4 ACRE PARCEL OF AIRPORT PROPERTY LOCATED ON MILEY ROAD.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the " approval to obtain an appraisal for a 7.4 acre parcel of Airport Property located on Miley Road" is enumerated, this consent item is thereby approved.

9.

APPROVAL OF A LEASE AGREEMENT WITH IKON OFFICE SOLUTIONS FOR A COPIER ON STATE CONTRACT FOR BUILDING AND CODES.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of a lease agreement with Ikon Office Solution for a copier on state contract" is enumerated, this consent item is thereby approved.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between CITY OF STARKVILLE (hereinafter referred to as "Customer"), and IKON Office Solutions (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

- A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
- B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

- A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
- B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
- C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLES:

- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.
- B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT:

- A. BY CUSTOMER: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.
- B. BY VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

Revised Date: 09/08/2010

EXHIBIT "A"
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: IKON Office Solutions

Customer Agency Name: _____

Bill to Address: _____

Ship to Address: _____

Description of Equipment, Software, or Services	Price
<u>MP4000JP</u>	_____
<u>CONNECTIONS</u>	_____
<u>2-TRAY PAPER BANK (PB3040)</u>	_____
<u>SR790 1000 SHEET FINISHER</u>	_____
<u>BRIDGE UNIT</u>	_____
<u>G3 INTERFACE FAX POWERFILTER</u>	<u>\$146/MONTHLY</u>

Delivery Schedule and Installation Date: _____

Rental Term: Number of Months: 60 Start Date 5/2011 End Date 5/2014

Solicitation # is for billing purposes only.

Modifications:

ALL INCLUSIVE SERVICE: MAINTENANCE INCLUDES TONER, PARTS, LABOR
BUT NOT PAPER & STAPLES. B&W COPIES BILLED AT .0102.

Vendor Signature _____

Marketa Dutton (City Clerk)
Customer Signature

10.

**APPROVAL OF CLAIMS DOCKET #05-17-11-B
FOR THE CITY OF STARKVILLE CLAIMS, EXCLUDING
FIRE DEPARTMENT CLAIMS, THROUGH MAY 12, 2011
IN THE AMOUNT OF \$348,856.90 IN ACCORDANCE WITH
SECTION 17-3-1 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A'. Perkins, and unanimously adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Claims Docket #05-17-11-B which contains claims from all departments through May 12, 2011, except the Fire department, with all claims totaling \$348,856.90" is enumerated, this consent item is thereby approved.

**CLAIMS DOCKET
05-17-11-B
MAY 12, 2011**

General Fund	001	\$141,944.09
Restricted Police Fund	002	0.00
Restricted Fire Fund	003	0.00
Airport Fund	015	1,706.75
Sanitation	022	25,045.06
Landfill	023	1,613.93
Computer Assessments	107	0.00
Middleton TIF Bond	125	1,349.44
City Bond and Interest	202	0.00
2009 Road Maint. Bond	304	78,111.45
Fire Station No. 5	306	0.00
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	18,994.44
Water/Sewer	400	73,837.41
Vehicle Maintenance	500	6,254.33
Hotel/Motel	610	0.00
2% (VCC, EDA, MSU)	630	0.00
Electric		0.00
TOTAL CLAIMS		\$348,856.90

11.

**APPROVAL TO ACCEPT THE FINANCIAL STATEMENT
FOR PERIOD ENDING APRIL 30, 2011, IN ACCORDANCE WITH 21-35-13
OF THE MISSISSIPPI CODE OF 1972 ANNOTATED**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the Financial Statement for period ending April 30,

2011, in accordance with 21-35-13 of the Mississippi Code of 1972 Annotated" is enumerated, this consent item is thereby approved.

12.

**APPROVAL OF A LEASE AGREEMENT WITH IKON OFFICE SOLUTIONS
FOR A COPIER ON STATE CONTRACT IN CITY CLERK'S OFFICE**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of a lease agreement with Ikon Office Solutions for a copier on state contract" is enumerated, this consent item is thereby approved.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between CITY OF STARKVILLE (hereinafter referred to as "Customer"), and IKON Office Solutions (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. **PAYMENTS:**

- A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
- B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

- A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
- B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
- C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.
- B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT:

- A. BY CUSTOMER: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.
- B. BY VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

EXHIBIT "A"
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: IKON Office Solutions

Customer Agency Name: CITY OF STARKVILLE

Bill to Address: 101 E LAMPKIN ST
ATTN: ACCOUNTS PAYABLE
STARKVILLE, MS 39759

Ship to Address: 101 E LAMPKIN ST.
STARKVILLE, MS 39759

Description of Equipment, Software, or Services	Price
MPL 5501	
POWERFILTER	
BOOKLET FINISHER	
BRIDGE UNIT	
FEED UNIT	
CONNECTORS	\$305 / MONTHLY

Delivery Schedule and Installation Date: _____

Rental Term: Number of Months: 48 Start Date 5/2011 End Date 5/2015

Solicitation # is for billing purposes only.

Modifications:

ALL INCLUSIVE SERVICE: MAINTENANCE INCLUDED TONER, PARTS, LABOR
BUT NOT PAPER & STAPLES. BW COPIES BILLED AT .0079 / COLOR @ .0685.

Vendor Signature

Marketa Outlaw (City Clerk)
Customer Signature

13.

APPROVAL FOR THE MAYOR TO SIGN A MUTUAL AID AGREEMENT

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval for the Mayor to sign a mutual aid agreement," is enumerated, this consent item is thereby approved.

MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a.) Labor Force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.

- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date June 7, 2011 Entity City of Starkville, Mississippi (*name/state*)

By Parker Wiseman (*please print*)

Title Mayor

14.

**APPROVAL OF THE LOWEST AND BEST BID FROM
APAC OF MISSISSIPPI IN THE AMOUNT OF \$572,215.00
FOR THE 2011 STREET IMPROVEMENT PROJECT AND AUTHORIZATION
TO ENTER INTO AN AGREEMENT WITH SAID CONTRACTOR**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the lowest and best bid from APAC of Mississippi in the amount of \$572,215.00 for the 2011 Street Improvement Project and authorization to enter into an agreement with said Contractor" is enumerated, this consent item is thereby approved.

**BID TABULATION
2011 STREET IMPROVEMENT PROJECT**

NAME	BID AMOUNT	APPARENT BEST BID
APAC of Mississippi	\$572,215.00	Apparent Best Bid
Falcon Contracting	\$584,985.50	

15.

**APPROVAL TO ENGAGE CLAYTON MCHANN AS AN INDEPENDENT
CONTRACTOR TO PERFORM CONSTRUCTION INSPECTOR DUTIES IN
CONNECTION WITH THE 2011 CAPITAL IMPROVEMENT PROGRAM**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to engage Clayton McHann as an independent contractor to perform construction inspector duties in connection with the 2011 Capital Improvement Program" is enumerated, this consent item is thereby approved.

16.

**APPROVAL TO HIRE THOMAS WARE TO FILL THE VACANT POSITION OF
OPERATOR 2 IN THE WASTEWATER DIVISION OF THE PUBLIC SERVICES**

**DEPARTMENT AT GRADE 8 STEP 1 WITH AN ANNUAL SALARY OF \$24,553.19
AND THE STANDARD ONE YEAR PROBATIONARY PERIOD**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to hire Thomas Ware to fill the vacant position of operator 2 in the Wastewater Division of the Public Services Department at Grade 8 Step 1 with an annual salary of \$24,553.19 and the standard one year probationary period. Upon completion of the Class 2 Certification Grade and salary will increase to a Grade 9 Step 1 with an annual salary of \$27,008.51" is enumerated, this consent item is thereby approved.

17.

**APPROVAL TO INSERT ANNUAL DRINKING WATER QUALITY REPORT
INTO THE JUNE 2011 UTILITY BILLS.**

Upon the motion of Alderman Jeremiah Dumas., duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to insert annual drinking water quality report into the June 2011 Utility Bills" is enumerated, this consent item is thereby approved.

18.

**APPROVAL TO ISSUE A NOTICE TO PROCEED TO DUKE'S ROOT CONTROL,
INC., THE SOLE SOURCE OF SUPPLY BIDDER, FOR TREATMENT
OF 10,875 LINEAR FEET OF CITY SEWER MAINS
IN AN AMOUNT NOT TO EXCEED \$22,440.00**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, and adopted by the Board to approve the May 17, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to issue a Notice to Proceed to Duke's Root Control, Inc., the Sole Source of Supply Bidder, for treatment of 10,875 LF of City Sewer Mains in an amount not to exceed \$22,440 is enumerated, this consent item is thereby approved.

END OF CONSENT ITEMS

ANNOUNCEMENTS AND COMMENTS

Mayor Parker Wiseman announced the Mayor Youth Council 1st Annual Banquet that will be held at the Club Level of Davis Wade Stadium on Friday May 20, 2011 at 7pm. He invited the public to attend

Mayor acknowledged Paul Sims leaving the Starkville Daily Newspaper and wished him well.

Mayor introduced the City's newest employees:

Scott Grice Network and Systems Administrator in the IT Department
Andrew Nagel GIS Coordinator in the Public Services Department
Bob Hall Building Official in the Building, Codes and Planning Department

Alderman Jeremiah Dumas commented on the School Board Transparency

Two weeks ago, two from this board table called for added transparency with the school board and their processes in hopes that rumors could be squelched and concerned citizens could be provide answers to the drastic moves of the school board and administration over the last couple of months.

In the past two weeks, nothing has occurred, no significant information has been released, and the rumor mill is in full force, frankly causing the citizenry of this community to lose trust in the work of the school board. The lack of information often time does more damage than the information itself and this is proving to be the case here.

The only bit of information that has been released over the past couple of weeks is a letter from the School Board President Pickett Wilson justifying their action by stating an Attorney General's opinion about the legal obligations of a school board as it pertains to executive sessions. This letter ended with, and I quote, "All the board's decisions and actions are within the law."

This assertion of legal justification does nothing to calm the nerves, doubt and fear of the parents of students in the Starkville School District. Perhaps instead of legal justification, it should be communicated from the Board and their President the importance of the ethics of keeping mum the immediate departure of the District CEO. Perhaps instead of touting a result of "compliance" from an investigation by the Ethics Commission, they should learn the importance of communication and transparency, the lack of both which caused the Ethic Commission Investigation.

This isn't rocket science. The past year has been filled with complaints of the school board that result from the same issues - their blatant disregard to listening to citizens, having open meetings, and communicating issues of concern with the general public.

Do I want to see how sausage is made? No, because I want to eat it. But I never buy sausage that tastes bad, looks bad, smells or that I don't generally trust. I hate to use sausage as an analogy of board business, but it actually fits, and this sausage stinks, the package is bad and no one is buying it.

The lawful "veil of secrecy" can prevail no longer. It hasn't worked or helped any of the issues of the past year. From the uniforms to the departure of the superintendent, people expect more, people want to know more, people want to work with the District, people want to believe in something they trust, and they will not support something that they don't trust.

Now we are on the cusp of a hiring process for the next superintendent; perhaps the single biggest issue undertaken and decided by the school board in recent history. I don't know the full history, but I doubt that there has ever been a time where fewer people believed and trusted the leaders and direction of the Starkville Public School District.

This hire has to be right, it has to be forward thinking and most importantly, it must **MUST**, result from a process that builds coalition and trust. Anything less will continue and only increase the divide between the school board and the people of the school district.

I doubt the school board as currently structured can do what is needed. By **LAW**, I am sure that this process can match the secrecy of the Papal Conclave, not sure if the Greensboro Center has a fire place and chimney, but our citizens have far less trust than the members of the Catholic Church, and we want to be a part of the process.

A special call meeting is occurring tomorrow at 3:00 PM for the School Board to have a discussion about the upcoming selection and hiring process. It is my hope that during this meeting, the school board take a long hard look at themselves and their process and take needed action to put in place the individuals and frameworks that will result in a process that is open and respects the thoughts of those most concerned about this school district. By taking no action and creating no change, the board will have spoken and told the District that it is business as usual.

Unfortunately, we, the Board of Aldermen have very little authority concerning members of the school board once appointed. Unless a felony, gambling, the IRS, or an unsound mind is involved, we can't be involved. (Yes, I did look into what was meant by unsound mind). But even though we can't intervene, the school board can self regulate

and I ask, from both my official position as an alderman as well as from my position as a proud parent, that they do self-regulate. Take the needed steps, get this ship back on course and devise a plan, process, and board organizational structure that don't continue as the lightning rod of this community. This is more than just a hiring process, this is about educating our children, this is about economic development, and this is about community pride and quality of life. This is about doing things differently than they have been done in the past.

You, the school board, are claiming to have followed the law, now follow the wishes of the majority, and do what is right. No one wants to sit outside the Greensboro Center eating bad sausage waiting for colored smoke indicating the decision of the school board.

Alderman Roy A' Perkins commented on School Board matters

ALDERMAN PERKINS COMMENTS FOR MAY 17, 2011 SCHOOL BOARD MATTERS

I SUPPORT ALDERMAN DUMAS CONCERNS REGARDING THIS VERY IMPORTANT SCHOOL AND COMMUNITY MATTER. I ADDRESSED IT AT THE LAST BOARD MEETING AND I FIND THAT THE CONTROVERSY HAS NOT ABATED. THE LACK OF CONFIDENCE IN THE LEADERSHIP OF THE SCHOOL BOARD CONTINUES TO UNDERMINE THE CREDIBILITY OF THE SCHOOL DISTRICT AND THE COMMUNITY AS A WHOLE.

THIS LACK OF CONFIDENCE CALLS FOR POSITIVE AND IMMEDIATE ACTION TO RESTORE THE PUBLIC FAITH IN THE GOVERNING BODY. IT IS INCUMBENT ON THE CITY'S LEADERSHIP TO ASSIST IN RESTORING PUBLIC CONFIDENCE. IN MY OPINION, THE IMMEDIATE RESIGNATION OF THE PRESIDENT FROM THE SCHOOL BOARD WOULD GO FAR TO SETTING RIGHT THE PERCEIVED WRONGS. I FOSTER NO PERSONAL ANIMOSITY, MALICE, OR ILL WILL TOWARDS THE SCHOOL BOARD PRESIDENT, BUT BELIEVE THAT, UNDER THE PRESENT CIRCUMSTANCES, SHE SHOULD RESIGN FROM THE SCHOOL BOARD. THE PRESIDENT AND THE REST OF THE SCHOOL BOARD NEED TO ACT IMMEDIATELY AND DECISIVELY TO DISPEL THE CRITICISM AND THEREBY OFFER THE SCHOOL DISTRICT THE BEST OPPORTUNITY TO ATTRACT CANDIDATES FOR THE POSITION OF SUPERINTENDENT WHO WILL BE OF A CALIBER ABLE TO MEET THE CHALLENGES OF THE POSITION.

I WANT TO CONTINUE TO STRESS THE IMPORTANCE OF THE SCHOOL BOARD IN ITS ROLE AS A POLICY MAKING BODY THAT REFRAINS FROM MICROMANAGING THE DAY TO DAY OPERATIONS OF THE STARKVILLE SCHOOL DISTRICT. MEMBERS OF THE SCHOOL BOARD MUST NOT INJECT THEMSELVES INTO THE DAILY ADMINISTRATION AND OPERATIONS OF THE SCHOOL DISTRICT.

NORMALLY I AM FAVORABLY INCLINED TO SUPPORT THE CONTINUED INTERESTS OF THOSE WHO HAVE BEEN SELECTED TO SERVE IN POSITIONS OF AUTHORITY WHEN THEY ARE UP FOR REAPPOINTMENT. HOWEVER, WHEN THE INCUMBENT IS THE CENTER OF CONTROVERSY AND WHEN SUCH CONTROVERSY IS NOT IN THE BEST INTEREST OF THE COMMUNITY, THEN I MUST WITHDRAW MY SUPPORT FOR SUCH A CANDIDATE. I WILL NOT BE SUPPORTING MS. WILSON IF SHE DECIDES TO SEEK A REAPPOINTMENT TO THE SCHOOL BOARD IN 2012.

IT IS MY HOPE THAT THE SCHOOL BOARD WILL IMMEDIATELY TAKE THE APPROPRIATE ACTION TO PROPERLY ADDRESS THE CONCERNS OF THE PUBLIC AND THAT THIS MATTER WILL NO LONGER PLAGUE OUR COMMUNITY AS WE SEARCH FOR THE NEXT SUPERINTENDENT FOR OUR COMMUNITY AND OUR CHILDREN'S FUTURE.

Alderman Ben Carver thanked Park Director Matthew Rye for the fence at Patriots Park.

CITIZEN COMMENTS

Mr. Alvin Turner ward 7 informed the Board that a dangerous curve sign is needed on Long Street. Mr. Turner also informed the Board that Washington Street is in need of a “9 feet” or “low clearance” sign at the railroad trestle. Mr. Turner further apprised the Board of the parking situation on Lafayette Street. He then invited the Board to the NAACP Banquet being held May 27, 2011 at 7 p.m. in the Sportsplex on Lynn Lane and stated that the speaker for the banquet will be Hattiesburg Mayor and gubernatorial candidate Johnny Dupree and among the Honorees are John and Markeeta Outlaw, the former Assistant Police Chief and the City Clerk.

Milo Burnham informed the Board that the plant materials on Main Street are not being taken care of.

PUBLIC APPEARANCES

Matthew Rye and Heather Carson presented the Park Commission's Grant efforts for Playful City USA.

PUBLIC HEARING - none

BOARD BUSINESS

Placemaker Representatives gave a presentation on the results, findings and recommendations the Form Base Code project of the City's downtown corridor.

NOTE: Alderman Eric Parker exited the meeting room during the Placemakers presentation.

19.

A MOTION TO APPROVE A CONSTRUCTION CHANGE ORDER FOR ELLIS CONSTRUCTION FOR THE PAT STATION ROADWAY EXTENSION PROJECT FOR AN ADDITIONAL TWENTY FIVE (25) DAYS TO CONTRACT COMPLETION DATE

There came for consideration the matter of approving a construction change order for Ellis construction for the Pat Station Roadway Extension Project for an additional twenty-five days. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins, to approve a construction Change Order for Ellis Construction Company for the Pat Station Roadway Extension Project to and an additional twenty-five (25) days to the Contract's completion date, the Board voted as follows.

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

Alderman Henry Vaughn, Sr. Voted: Yea

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

20.

A MOTION TO ADJOURN

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

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

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

The next meeting of the Mayor and Board of Alderman will be June 7, 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 _____ 2011.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR

(SEALED)