

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

**The City of Starkville, Mississippi
April 20, 2010**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on April 20, 2010 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, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy Á. Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Markeeta Outlaw and City Attorney Chris Latimer.

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

Mayor Parker Wiseman, at the suggestion of the City Attorney, requested the Board to add "Contingent upon the approval of the City Attorney" to agenda item X1 - E - 1 regarding giving the Mayor Authorization to sign the TVPPA Joint Use Agreement.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA

Alderman Sandra Sistrunk requested that agenda item X - F regarding an Employee Recognition Program, be placed on Consent,

And that agenda items XI - B-1, 2 & 3, regarding P&Z item #RZ 10-02; P&Z item #RZ 10-03 and P&Z item #CU 10-01, be placed on Consent,

And that item X - G regarding seeking Mema and Fema approval for the Carver Drive ditch, be delete from the agenda.

Alderman Jeremiah Dumas requested that agenda item X - J regarding a Resolution Adopting a Section 3 Plan to comply with 24 CFR, Part 135, Section 3 of the United States Department of Housing and Urban Development Act of 1968, as amended, be placed on Consent.

Alderman Henry Vaughn requested that agenda item XI - F -1 regarding the Reed Road Widening Project be deleted from the agenda.

1.

**A MOTION TO APPROVE THE OFFICIAL AGENDA OF THE
APRIL 20, 2010 MEETING OF THE MAYOR
AND BOARD OF ALDERMEN AS REVISED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve and adopt the April 20, 2010, Official Agenda of the Mayor and Board of Aldermen, with changes as enumerated, the Board unanimously voted its approval.

There being no objections to the Consent Items, the Mayor declared the list of items for consent, adopted.

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, APRIL 20, 2010
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 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 READY FOR CONSIDERATION

V. ANNOUNCEMENTS AND COMMENTS

MAYOR'S COMMENTS:

THERE WILL BE TWO CITY WIDE POWER OUTAGES SCHEDULED FROM 3:00 AM UNTIL 5:00 AM ON THE MORNINGS OF WEDNESDAY, MAY 5 AND THEN AGAIN ON THE MORNING OF SATURDAY, JUNE 5, 2010.
DETERMINATION OF BUS TOUR DATES FOR BOARD MEMBERS FOR THE WARDS

INTRODUCTION OF NEW EMPLOYEES:

DARREN ROBINSON—DRIVER—SANITATION DEPARTMENT
JESSIE MCNEAL—DRIVER—SANITATION DEPARTMENT
STEPHANIE HALBERT—GENERAL CLERK—CITY CLERK'S OFFICE

REPORT ON CITY OF STARKVILLE FIRE ISSUES

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PUBLIC APPEARANCE BY ELIZABETH STEPHENS REPRESENTING POLO APARTMENTS REGARDING A SIGN VARIANCE.

B. ANNUAL REPORT BY CHAIRMAN DORA HERRING OF 2009 PLANNING & ZONING COMMISSION'S ACTIVITY REPORT AS REQUIRED BY CHAPTER 2, ARTICLE V, SECTION 2-138 OF THE CITY'S CODE OF ORDINANCES.

- C. ANNUAL PRESENTATION AND UPDATE BY ADMINISTRATIVE HEARING OFFICER JENNY TURNER ON THE ACTIVITIES OF THE ADMINISTRATION ADJUDICATION DIVISION FOR 2009.

***** D. *PUBLIC APPEARANCE BY WAYNE WILKERSON, BOB BRZUSZEK AND CHRIS CAMPANY REQUESTING THE FORMATION OF A CITY OF STARKVILLE TREE BOARD.*

VIII. PUBLIC HEARING

- A. PUBLIC HEARING FOR P&Z ITEM #RZ 10-01: A REQUEST BY MR. CARLOS WHITE FOR A ZONING CHANGE FROM R-1 (SINGLE-FAMILY) AND R-3 (MULTI-FAMILY) TO C-1 (NEIGHBORHOOD COMMERCIAL) LOCATED AT THE SOUTHWESTERN CORNER OF HOSPITAL ROAD AND HIWASSEE DRIVE IN WARD 6.
- B. THIRD PUBLIC HEARING ON THE ADOPTION OF AN ORDINANCE TO REQUIRE SAFETY HELMETS FOR OPERATORS OF BICYCLES AND ALTERNATIVE VEHICLES WITHIN THE CITY OF STARKVILLE.
- C. SECOND PUBLIC HEARING REPEALING AND REPLACING THE STORM WATER CONTROL ORDINANCE, 2006-07 AND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 54, ENVIRONMENT, ARTICLE 6. SECTIONS 54-161-164.
- D. FIRST PUBLIC HEARING ON THE ADOPTION OF AN ORDINANCE CREATING AN HISTORIC PRESERVATION COMMISSION.

IX. MAYOR'S BUSINESS

THERE IS NO SCHEDULED MAYOR'S BUSINESS

X. BOARD BUSINESS

- A. CONSIDERATION OF THE FORMATION OF AN INFRASTRUCTURE COMMITTEE AND MAKING APPOINTMENTS THERETO.
- B. CONSIDERATION OF THE FORMATION OF THE BUDGET COMMITTEE AND MAKING APPOINTMENTS THERETO.
- C. CONSIDERATION OF THE APPROVAL OF AN ORDINANCE REQUIRING SAFETY HELMETS FOR OPERATORS OF BICYCLES AND ALTERNATIVE VEHICLES WITHIN THE CITY OF STARKVILLE AND THE ASSOCIATED ADMINISTRATIVE HEARING FINE SCHEDULE.
- D. CONSIDERATION OF REPEALING AND REPLACING THE STORM WATER CONTROL ORDINANCE, 2006-07 AND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 54, ENVIRONMENT, ARTICLE 6. SECTIONS 54-161 THROUGH 164.
- E. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE VACANT POSITION ON THE STARKVILLE SCHOOL BOARD.
- F. CONSIDERATION OF THE ADOPTION OF AN EMPLOYEE OF THE MONTH RECOGNITION PROGRAM.
- G. CONSIDERATION OF THE REVISION OF THE BOARD ORDER OF APRIL 13, 2010, TO ADD REQUESTING APPROVAL OF MEMA AND FEMA AS A CONTINGENCY FOR THE BOARD AUTHORIZED IMPROVEMENTS TO CARVER DITCH.
- H. PRESENTATION OF THE COMMENTS FROM THE PAT STATION PUBLIC HEARING AND DISCUSSION RESULTING FROM SAID HEARING.
- I. CONSIDERATION OF THE APPROVAL OF THE LOW BID FOR THE PAT STATION ROADWAY PROJECT AND AUTHORIZATION TO ENTER INTO CONTRACTURAL AGREEMENT WITH SAID CONTRACTOR.

***** J. *CONSIDERATION OF THE APPROVAL OF A RESOLUTION ADOPTING A SECTION 3 PLAN TO COMPLY WITH 24 CFR, PART 135, SECTION 3 OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED*

***** K. *CONSIDERATION OF THE APPROVAL OF A CITY OF STARKVILLE TREE BOARD AND THE APPOINTMENT OF MEMBERS TO SAID COMMITTEE.*

**** L.

CONSIDERATION OF P&Z ITEM #RZ 10-01: A REQUEST BY MR. CARLOS WHITE FOR A ZONING CHANGE FROM R-1 (SINGLE-FAMILY) AND R-3 (MULTI-FAMILY) TO C-1 (NEIGHBORHOOD COMMERCIAL) LOCATED AT THE SOUTHWESTERN CORNER OF HOSPITAL ROAD AND HIWASSEE DRIVE IN WARD 6.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. BUILDING, CODES AND PLANNING DEPARTMENT

1. CONSIDERATION TO APPROVE P&Z ITEM #RZ 10-02: A REQUEST BY MS. YOVONKA CHANDLER FOR A ZONING CHANGE FROM R-1 (SINGLE-FAMILY) TO R-6 (MOBILE HOMES/MHP/MHS) LOCATED AT 1693 ROCKHILL ROAD IN WARD 6.
2. CONSIDERATION TO APPROVE P&Z ITEM #RZ 10-03: A REQUEST BY MS. CHRISTINA AUSTIN FOR A ZONING CHANGE FROM R-1 (SINGLE-FAMILY) TO R-6 (MOBILE HOMES/MHP/MHS) LOCATED AT 630 HENDRIX ROAD IN WARD 6.
3. CONSIDERATION TO APPROVE P&Z ITEM #CU 10-01: A REQUEST BY THE STARKVILLE COMMUNITY MARKET TO ALLOW AN OPEN-AIR FARMERS MARKET IN A C-3 (CENTRAL BUSINESS) ZONING DISTRICT LOCATED AT THE NORTHWESTERN CORNER OF JACKSON AND LAMPKIN STREETS IN WARD 7.
4. CONSIDERATION TO APPROVE P&Z ITEM #FP 08-08: A REQUEST BY MR TOMMY DABBS FOR APPROVAL OF "HIGHWAY 12 EXTENSION PROPERTY, PHASE 1" A FINAL SUBDIVISION PLAT IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED ON THE EASTERN SIDE OF MS HIGHWAY 12 EAST, SOUTH OF THE INTERSECTION OF PAT STATION ROAD IN WARD.

C. OFFICE OF THE CITY CLERK(ALL ITEMS ON CONSENT)

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS WITHOUT THE FIRE DEPARTMENT DOCKET AS OF APRIL 15, 2010.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT(ALL ITEMS ON CONSENT)

1. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN NEW TVPPA JOINT USE (POLE RENTAL) AGREEMENT WITH AT&T.

F. ENGINEERING AND STREETS (ALL ITEMS ON CONSENT)

1. CONSIDERATION OF THE APPROVAL OF THE LOW BID FOR THE REED ROAD WIDENING PROJECT AND AUTHORIZATION TO ENTER INTO CONTRACTURAL AGREEMENT WITH SAID CONTRACTOR.

G. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR PAY REQUEST #3 TO WEATHERS CONSTRUCTION IN THE AMOUNT OF \$210,550.99 FOR FIRE STATION NUMBER 5.

H. PERSONNEL (ALL ITEMS ON CONSENT)

- ### 1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF DRIVER IN THE SANITATION DEPARTMENT.
- ### 2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF LABORER IN THE SANITATION DEPARTMENT.

**** 3. *REQUEST AUTHORIZATION TO ADVERTISE FOR A VACANT DEPUTY COURT CLERK POSITION.*

- I. POLICE DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA
- J. PUBLIC SERVICES
THERE ARE NO ITEMS FOR THIS AGENDA
- K. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

XII. EXECUTIVE SESSION

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

XIII. RECESS UNTIL MAY 4, 2010 @ 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.

NOTE: THE FOLLOWING CONSENT ITEMS (NUMBERS 2 - 11) WERE ADOPTED WITH APPROVAL OF THE OFFICIAL AGENDA AS REVISED

2.

APPROVAL TO ADOPT AN EMPLOYEE OF THE MONTH RECOGNITION PROGRAM

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr. and unanimously approved by the Board to approve the Official Agenda and to accept items for Consent, whereby "An Employee of the Month Recognition Program" is enumerated, this consent item is thereby unanimously approved.



CITY OF STARKVILLE EMPLOYEE OF THE MONTH

Purpose

The purpose of the City of Starkville Employee of the Month Program is to recognize individual contributions of a City employee who has provided outstanding service for the citizens of Starkville.

The employee who receives the honor of Employee of the Month is recognized for his/her own personal contribution to their department and the City of Starkville.

Nomination Criteria

Who can be nominated?

The City of Starkville Employee of the Month program exists to recognize one City employee each month who exemplifies the best efforts of all employees by going “above and beyond” their normal duties to accomplish something extraordinary. *Because all senior level managers are consistently expected to demonstrate a strong leadership role, nominators are encouraged to consider other employees for this award.*

The following criteria should be considered when nominating an employee for Employee of the Month:

The employee nominated:

- Exhibited commitment to service and to serving the citizens of Starkville over and above normal duties and responsibilities;
- Sustained a high level of productivity and consistent quality of work so as to foster this same level of performance in others;
- Demonstrated a high degree of initiative in the performance of his or her job responsibilities;
- Displayed exceptional dependability in the completion of job assignments; and
- Continually exhibits effective working relationships with others in all aspects of the job.

Nomination Process

Nominations may be submitted to the Personnel Officer by any City of Starkville employee, any elected official of the City of Starkville, or by any member of the public. All nominations should be submitted on a Nomination Form and should be sent to:

**Personnel Officer
City of Starkville
101 Lampkin Street
Starkville, MS 39759**

Because all senior level managers are consistently expected to demonstrate a strong leadership role, nominators are encouraged to consider other employees for this award.

Types of Accomplishments

The following are some examples of individual accomplishments worthy of a nomination for Employee of the Month:

- Completion of a short-term project or special assignment which required a unique or innovative approach.
- Development or implementation of a new idea or procedure(s) that improved efficiency and productivity, reduced cost, or avoided cost increases.
- Increased morale through teamwork, and/or the exhibition of flexibility in meeting new challenges under tight deadlines.
- Providing “over and above” customer service which reflects favorably on the City of Starkville.
- Contributing to improve public awareness and/or understanding of the department’s mission.

Selection Process

Nominations are reviewed and voted upon by a selection committee comprised of the Personnel Officer, the Chief Administrative Officer, and one rotating representative from the Board of Aldermen.

- The Selection Committee reviews the nominations and votes on a winner based on responses to questions on the Nomination Form.
- The nomination receiving the highest number of votes is named the City of Starkville Employee of the Month.

Recognition

The Employee of the Month will be introduced at a regular Board of Aldermen meeting and presented a Certificate of Appreciation in recognition of their extraordinary service.

Evaluation Criteria

Following is criteria for evaluating nominations for the City of Starkville Employee of the Month:

- Importance of the employee's specific contribution and the extent to which it served to contribute to the employee's work team, the organization – or the public good.
- The impact the employee's contribution had on the efficiency, effectiveness or responsiveness of an agency service or product.
- The originality of the contribution and the inspiration it may serve to other employees toward excellence of performance.
- Cost savings or cost avoidance.



**City of Starkville
EMPLOYEE OF THE MONTH NOMINATION**

PERSONNEL OFFICER SIGN OFF

NOMINATED EMPLOYEE INFORMATION

NAME	DEPARTMENT
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WORK ADDRESS	JOB TITLE
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INSTRUCTIONS: Please respond to the following questions in complete and specific terms that are related to the nomination. Give precise examples of this person's level of performance which qualify him/her to be nominated as employee of the month. All information must be contained on the forms provided. Please **DO NOT** include additional sheets.

Any City of Starkville employee may nominate another employee from his/her department for this award. Because all senior level managers are consistently expected to demonstrate a strong leadership role, nominators are encouraged to consider other employees for this award.

All nominations for employee of the month must be submitted through to the Personnel Officer.

1. Why are you nominating this person? Describe his/her actions and accomplishments.

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2. Describe the amount of initiative and extra effort that went into this service.

3. Additional comments

SUBMITTER INFORMATION

NAME	DEPARTMENT OR MAILING ADDRESS
JOB TITLE OR POSITION	TELEPHONE NUMBER

3.

**APPROVAL OF THE RESOLUTION
ADOPTING A SECTION 3 PLAN TO COMPLY WITH 24CFR,
PART 135, SECTION 3 OF THE UNITED STATES DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968
AS AMENDED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr. and unanimously approved by the Board to approve the Official Agenda and to accept items for Consent, whereby "The Resolution Adopting a Section 3 Plan to Comply with 24CFR, Part 135, Section 3 of the United States Department of Housing and Urban Development Act of 1968, as amended" is enumerated, this consent item is thereby unanimously approved.

**RESOLUTION
TO ADOPT THE SECTION 3 PLAN
TO COMPLY WITH 24 CFR, PART 135, SECTION 3**

**OF THE UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED**

WHEREAS, the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) to further the goal of ensuring that federal funds benefit the residents of projects funded wholly or in part by those funds; and

WHEREAS, Part 135 of Section 3 is to establish the standards and procedures to be followed to ensure that the objectives of Section 3 are met; and

WHEREAS, the City of Starkville, has developed a revised Section 3 Plan in adherence to 24 CFR, Part 135 that comprehensively addresses the standards and procedures prescribed in the Act; and

WHEREAS, the Section 3 Plan has been reviewed by the City of Starkville Mayor and Board of Selectmen and their comments incorporated into the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Starkville authorizes the adoption and implementation of this Section 3 Plan and the accompanying Attachment A to ensure compliance with Federal Law.

UPON MOTION of Alderman _____ duly seconded by Alderman _____ the aforesaid Resolution was put to a roll call vote with the Aldermen voting as follows:

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

PARKER Y. WISEMAN, MAYOR

MARKEETA OUTLAW, CITY CLERK

SIGNED AND SEALED THIS ___ DAY OF ____ 2010.

ATTACHMENT A

Introduction

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very-low income individuals, especially recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very-low income individuals.

Section 3 requirements apply to all contractors and subcontractors performing work in connection with projects for which the amount of assistance exceeds \$200,000; and the amount of contract or subcontract exceeds \$100,000.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern qualifies as a Section 3 business concern. The Section 3 business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the

proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as Section 3 business concerns, but who enter into a contract with the assisted agency, must agree to comply with certain general conditions. All contractors and subcontractors, including Section 3 businesses, must comply with these general conditions. Included in these conditions is the requirement that each contractor and subcontractor submit with each pay request a report of Section 3 compliance (Exhibit 1). Failure to comply with these general conditions may lead to sanctions, which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts.

Please direct any questions you may have regarding this information to:

City of Starkville
101 Lampkin Street
Starkville, Mississippi 39759
(662) 323-4583

Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)(Section 3) requires the City of Starkville to ensure that employment and other economic opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, be directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very low-income persons.

General Policy Statement

It is the policy of the City of Starkville, Mississippi to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The policy shall, to the greatest extent feasible, result in the recruitment, employment, and utilization of Section 3 residents and businesses/contractors for contracts partially or wholly funded by the Community Development Block Grant (CDBG) or the Housing Investment Partnership Program (HOME). The City / Engineer / Architect / or Project Administrator shall examine and consider a contractor's or vendor's potential for success in providing employment and business opportunities to Section 3 residents prior to acting on any proposed contract award.

CITY OF STARKVILLE, MISSISSIPPI

GOALS TO ACHIEVE AND IMPLEMENT SECTION 3 REQUIREMENTS

1. The City of Starkville will work with their local engineer/architect and project administrator, to ensure that the terms of all contracts are discussed at a pre-construction conference, including Section 3 requirements. Specific actions required by the Contractor to comply with Section 3 will be discussed, and required forms will be made available.. This action will be documented in the minutes of the pre-construction conference.
2. The City of Starkville agrees to include a Section 3 clause in all Community Development Block Grant (CDBG) contracts.

3. The City of Starkville agrees to work with engineers/architects and the project administrator, to monitor the contractor/subcontractor's compliance with Section 3 and document their actions.
4. The Contractors must document their inquiries to a local list of disadvantaged businesses in soliciting potential subcontractors.
5. Contractors will be required to document their actions in hiring for job openings. Actions may include postings at public housing units and the City Hall, ads in local newspaper, hiring through local WIN Center or other employment offices that help match low income individuals with jobs.
6. If the Contractor/Subcontractor does not hire any new employees for the project, he must notify the City in writing that there was no turnover or need for new hires on the project.

4.

**APPROVAL OF A ZONING CHANGE
FROM R-1 (SINGLE FAMILY) TO R-6 (MOBILE HOMES/MHP/MHS)
AT 1693 ROCKHILL ROAD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr. and unanimously approved by the Board to approve the Official Agenda and to accept items for Consent, whereby "A Zoning Change from R-1 (Single Family) to R-6 (Mobile Homes/MHP/MHS) at 1693 Rockhill Road" as requested by Yovonka Chandler is enumerated, this consent item is thereby unanimously approved.

5.

**APPROVAL OF A ZONING CHANGE
FROM R-1 (SINGLE FAMILY) TO R-6 (MOBILE HOMES/MHP/MHS)
AT 630 HENDRIX ROAD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr. and unanimously approved by the Board to approve the Official Agenda and to accept items for Consent, whereby "A Zoning Change from R-1 (Single Family) to R-6 (Mobile Homes/MHP/MHS) at 630 Hendrix Road" as requested by Christina Austin is enumerated, this consent item is thereby unanimously approved.

6.

**APPROVAL OF A CONDITIONAL USE
TO ALLOW AN OPEN-AIR FARMERS MARKET
AT THE NORTHWESTERN CORNER OF
JACKSON AND LAMPKIN STREETS
WITH CONDITIONS PROPOSED BY CITY STAFF**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr. and unanimously approved by the Board to adopt the Official Agenda and to accept items for Consent, whereby "A Conditional Use to Allow an Open-Air Farmers Market at the Northwestern Corner of Jackson and Lampkin Streets, with Conditions Proposed by City Staff" is enumerated, this consent item is thereby unanimously approved.

CONDITIONS PROPOSED BY STAFF

1. The Starkville Community Market shall operate as a seasonal open-air farmer-type market from May through October.
2. No displays or sales activities shall be located within the public right-of-way.
3. All signage proposed for the Market shall comply with the City's sign regulations and shall require separate sign permitting.
4. Sales shall be limited to daylight hours.
5. All trash and debris shall be removed when sales end.
6. The Starkville Community Market shall submit a building permit application for the "market pavillian" within thirty (30) days of approval by the Mayor and Board of Aldermen.
7. If the Starkville Community Market expands beyond the proposed subject property site, a conditional use shall be required.
8. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

7.

**APPROVAL OF CLAIMS DOCKET #04-20-10-B
 ALL CLAIMS FOR THE CITY OF STARKVILLE
 EXCLUDING FIRE DEPARTMENT CLAIMS
 THROUGH APRIL 15, 2010
 IN THE AMOUNT OF \$416,421.37
 IN ACCORDANCE WITH AUTHORIZATION OF SECTION 17-3-1
 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey and unanimously adopted by the Board to approve the Official Agenda and to accept items for Consent, whereby the "Claims Docket #04-20-10-B which contains claims from all departments through April 15, 2010, except the Fire department, with said claims totaling \$416,421.37" is enumerated, this consent item is thereby unanimously approved.

**CLAIMS DOCKET
 # 04-20-10-B
 APRIL 20, 2010**

General Fund (excl. Fire)	001	\$271,622.60
Restricted Fire Fund	003	5,040.00
Airport Fund	015	2,096.21
Sanitation	022	17,675.60
Landfill	023	6,296.45
Computer Assessments	107	4,836.67
2009 Road Maint. Bond	304	7,000.00
P & R Bond Series 2007	325	0

Park & Rec Tourism 2%	375	3,645.87
Water/Sewer	400	88,007.61
Vehicle Maintenance	500	10,200.36
Hotel/Motel	610	0
2% (VCC, EDA, MSU)	630	0
Electric		0
TOTAL CLAIMS		\$416,421.37

8.

**APPROVAL OF THE NEW TVPPA JOINT USE (POLE RENTAL)
AGREEMENT WITH AT&T AND AUTHORIZE THE MAYOR TO EXECUTE
CONTINGENT UPON APPROVAL
OF THE CITY ATTORNEY**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr. and unanimously approved by the Board to adopt the Official Agenda and to accept items for Consent, whereby "Authorizing the Mayor to sign the New TVPPA Joint Use (Pole Rental) Agreement with AT&T, contingent upon approval of the City Attorney is enumerated, this consent item is thereby unanimously approved.

TVPPA POLE RENTAL AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____ ("Commencement Date") by and between STARKVILLE LIGHT & WATER DEPARTMENT, a department of the City of Starkville, Mississippi, a Mississippi municipal corporation, hereinafter called the "Power Distributor," party of the first part, and BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T MISSISSIPPI, a corporation under the laws of the State of Georgia hereinafter called the "Telephone Company," party of the second part.

WITNESSETH

WHEREAS, the Power Distributor and the Telephone Company desire to continue joint use of distribution poles and in the future to establish further joint use of their respective distribution poles when and where joint use shall be of mutual advantage; and

WHEREAS, because of changed conditions and experience gained, and to facilitate administration of joint use, the parties desire to terminate the present contract dated April 18, 1990 between the Power Distributor and the Telephone Company and to enter into a new joint use agreement; and

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

ARTICLE I

DEFINITIONS

For the purpose of this Agreement, the following terms when used herein, shall have the following meanings.

- A. ATTACHMENTS-are any wires, cables, strands, materials or apparatus affixed to a Joint Use Pole, excluding ground wires, now or hereafter used by either party in the construction, operation or maintenance of its plant. A pedestal that is adjacent to a Joint Use Pole, but not affixed to the pole, shall not be considered an Attachment.
- B. CODE-is the National Electrical Safety Code, as it may be amended from time to time.
- C. COST or COSTS -are the reasonable costs (including loading factors, associated overheads, and overtime as applicable) of a party performing work under this Agreement.
- D. DAYS-as used herein shall mean calendar days.
- E. EMERGENCY -is a situation where a Joint Use Pole is damaged, or subject to failing, and such failure is reasonably believed to create risk of personal injury or damage to property.
- F. INJURIES -include death, personal injury and property damage or destruction.

G. JOINT USE -is the maintaining of Attachments of both parties on the same pole at the same time.

H. JOINT USE POLE -is a pole upon which space is provided under this Agreement for the Attachments of both parties on the same pole at the same time.

I. LICENSEE -is the party having the right under this Agreement to make Attachments to a pole that the other party owns.

J. NJUNS -is the National Joint Utility Notification System.

K. NON-COMPLIANT ATTACHMENT -is an Attachment that requires an increase in the ground clearance or separation on a jointly used pole as required by the National Electrical Safety Code.

L. OWNER -is the party owning the pole to which Attachments are made.

M. REARRANGING -is the moving of Attachments from one position to another on a pole.

N. RIGHT OF WAY -is the legal right to use the property of another.

O. SECONDARY POLE -is a pole installed for the express purpose of providing required clearances for a Service Drop to a customer's location. A Secondary Pole is a pole that typically services only a few customers or buildings as the case may be, does not have transformers or other electrical equipment on it, is located outside the main line and supports the Power Distributor's wires with less than 600 volts.

P. SERVICE DROP -is a wire or wires used to connect to a customer's location that requires no guys under applicable specifications of Article IV. A Service Drop may run directly from a pole used to service many customers to a specific customer's location, without the use of any other poles, or a Service Drop may itself be supported by more than one pole to carry the Service Drop to the customer's location.

Q. STANDARD JOINT USE POLE -means a 40 foot Class 2 distribution pole which meets the requirements of the Code for support and clearance of electric supply and communications conductors now or hereafter used by either party in the conduct of its business. The parties may agree to use a pole smaller than the standard class, but under no condition shall the Standard Joint Use Pole be less than the minimum requirements of the Code. The foregoing definition of a "standard joint use pole" is not intended to preclude the use of joint poles shorter or taller or of different strength than the Standard Joint Use Pole in location where it is mutually agreed such poles will meet the requirements of the parties hereto, nor is the foregoing definition of a "standard joint use pole" intended to require the replacement of poles that are currently in service.

R. STANDARD SPACE ALLOCATION -means an allocation of sufficient space on a Joint Use Pole for use of each party, taking into consideration requirements of the current Code, more particularly defined as follows:

1 For Power Distributor, the use of 10 feet of space on a 45 foot pole, 8 feet of space on a 40 foot pole, and 6.5 feet on a 35 foot pole measured downward from the top of the Joint Use Pole; and
2 For Telephone Company, the use of 2 feet of pole space measured upward from the initial point of attachment on the Joint Use Pole. The initial point of attachment shall be the lowest point on the pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the parties sound engineering practices dictate a higher minimum clearance.
3 Standard Space Allocation shall in all instances, except as specifically modified elsewhere in this Agreement or if a party pays to have a taller pole placed, be as represented on Exhibit A attached hereto and made a part hereof

S. TEMPORARY TRANSFER or TEMPORARY PLACEMENT-is the transferring or placing of the Telephone Company's facilities to another pole by the Power Distributor, and such a transfer or placement shall not be considered permanent by either party.

T. TRANSFERRING or TRANSFER-is the removing of Attachments from one pole and placing them upon another pole.

ARTICLE II

TERRITORY AND SCOPE OF AGREEMENT

This Agreement shall be in effect and shall cover all distribution poles of each of the parties now existing, hereafter erected or acquired within the common operating areas served by the parties hereto when said poles are brought hereunder, excepting;

- 1 Poles, not yet in Joint Use, which, in the Owner's judgment, should be restricted for reasons of safety.
- 2 Poles, not yet in Joint Use, which, in the Owner's judgment, should be restricted for reasons related to construction practices or clearances.

ARTICLE III

PERMISSION FOR JOINT USE

Subject to the terms and conditions of this Agreement, each party hereby permits joint use of its poles by the other party in accordance with permitting requirements of Article VI and the following:

A. **Use of Allocated Space.** Either party is permitted, without additional charge, to use the other party's space on a pole for the purpose of installing and maintaining street lighting, traffic signal systems, and vertical attachments (such as but not limited to ground wires,

gang operated switch control rods and underground risers) if by the terms of the Code the proposed use is authorized and such use does not unreasonably interfere with the other party's use. If the allocated space is subsequently needed and the Code provisions cannot be met, then the party to whom the space is not allocated, but who is utilizing the space allocated to the other party, shall be responsible, at its sole expense, for the Cost of Rearrangement or pole replacement necessary in order to accommodate the party having the allocated space.

B. **Use of Unallocated Space.** As long as the provisions of the Code are met, either party may use, without additional charge, space on Joint Use Poles outside of the Standard Space Allocation that is neither in use by an authorized third party nor reserved by the Owner. If the space is subsequently needed by the Owner and if Code provisions cannot be met, then Licensee shall be responsible, at its sole expense, for the cost of Rearrangement or pole replacement necessary to accommodate the Owner's use of such space. If the space is subsequently needed by a third party having a prior permit or similar contractual right to use the specific space on such pole that predates the Licensee's use of the pole, and if Code provisions cannot be met, then the Licensee shall be responsible, at its sole expense, for the cost of Rearrangement or pole replacement necessary to accommodate the use of such space.

C. **Use of Space on Existing Poles.** If Attachments were properly made and are in compliance with the prior joint use agreement between the parties as of the effective date of this Agreement, such Attachments shall be deemed to be authorized Attachments under this Agreement, and shall be subject to post-attachment terms and conditions of this Agreement on a going forward basis.

D. **Unauthorized Uses.** Licensee shall be subject to all of the requirements and obligations under this Agreement, but shall have none of the rights of a Licensee under this Agreement for use of Owner's pole(s) if Licensee's use of the particular pole(s) is not properly authorized in accordance with this Agreement.

ARTICLE IV

SPECIFICATIONS

A. **Generally.** Joint Use of poles covered by this Agreement shall at all times be in conformity with applicable terms and provisions of law and with the requirements of the Code in effect at the time the respective attachments are made.

B. **Existing Joint Use Poles.** As long as the provisions of Code in effect at the time the Attachments were made have been met, any Joint Use Pole in place before the Commencement Date of this Agreement shall be deemed satisfactory to both parties and adequate for their requirements, whether or not the space allocations defined herein have been observed; provided, however that all Attachments on such poles shall be subject to the requirements of this Agreement as referenced in Article III. C.

C. **New Construction.** Except for Secondary Poles, the minimum height and strength for new poles installed by either party (including replacements of existing poles) shall be a

Standard Joint Use Pole. Either party may install Secondary Poles that have less height and/or strength than the Standard Joint Use Pole, provided that the height and strength of new Secondary Poles are sufficient to permit attachments of each party's Service Drops consistent with the requirements of the Code.

ARTICLE V

RIGHT OF WAY AND LINE CLEARING

A. Easements.

1 **New Easements.** The Owner and Licensee will reasonably cooperate in obtaining easements for both parties where Owner elects to obtain an easement for its poles, equipment and facilities. In instances where the Owner is obtaining anew easement, Owner will use reasonable efforts to obtain an easement for both parties on Joint Use Poles. Such easements obtained for the benefit of both parties shall be in sufficient detail for identification and recording, and shall be subject to inspection by the other party upon request.

2 **Objections of Property Owners and Others.** No guarantee is given by the Owner of permission of property owners, municipalities or others for Licensee's use of a Joint Use Pole. If objection is made to Licensee's right to maintain facilities on Owner's poles and Licensee is unable to satisfactorily resolve the matter within a reasonable time, including time for appeals, the Owner may at any time, upon notice in writing to the Licensee, require the Licensee to remove its Attachments from the poles involved and the Licensee shall within sixty(60)days after receipt of notice, or within a mutually agreeable time period if additional time is needed, remove its Attachments from said poles at its sole expense. Reasonable extensions of time shall not be denied under this section if the proposed extension of time does not materially prejudice the Owner. Licensee further agrees to indemnify and hold Owner harmless from any and all losses, damages, fines, penalties or costs of any kind (including reasonable attorneys' fees) which may arise from Licensee's failure to obtain all necessary easements, rights and permits to use a Joint Use Pole.

3 **Cost Sharing.** Nothing stated herein shall preclude the parties from mutually sharing the cost of easement acquisition. If the parties share the cost of obtaining an easement, the easement shall name both parties as grantees.

B. Line Clearing and Tree Trimming. Line clearing and trimming will be performed as follows:

1 When constructing a new Joint Use Pole line the Owner shall cut, clear and trim a right-of-way sufficient to provide adequate clearance in accordance with the ordinary clearing practices of Power Distributor, if possible.

2 After the initial clearing, each party shall be responsible for its own trimming, clearing and cutting, regardless of who owns the pole.

ARTICLE VI

PROCEDURE FOR ESTABLISHING JOINT USE ATTACHMENTS

A. **Attachment Process -No Make Ready Required.** The following rules shall apply to Attachments that may be made to Owner's poles without make-ready or other work to accommodate Licensee's Attachments:

- 1 Licensee may make an Attachment to Owner's pole within Licensee's Standard Space Allocation without advance notice to Owner if the Attachment otherwise meets the requirements of the Code and if the Attachment does not interfere with the Owner's use of the Pole or with others who are attached to Owner's pole.
- 2 Licensee may, subject to Article III, make an Attachment to Owner's Pole outside of Licensee's Standard Space Allocation without advance notice to Owner if the Attachment otherwise meets the requirements of the Code and if the Attachment does not interfere with the Owner's use of the pole or with others who are attached to the Owner's pole.
- 3 Licensee shall notify Owner of the number and location of all Attachments made to Owner's poles under this Section A no less frequently than monthly on the form attached hereto as Exhibit

B. **Attachment Process -Make Ready Required.** For Attachments other than Attachments that may be under Section A, the following process shall apply:

1. Licensee shall make application by submitting to Owner the Joint Use Notification/ Request Form attached as Exhibit C.
2. Within ten (10) days after the receipt of the application, Owner shall notify Licensee whether any changes and/or modifications to Owner's poles and related facilities are required in order to accommodate Licensee's Attachments, such changes and modifications being the "Make Ready Construction Work." If no changes and/or modifications are required, Owner shall notify Licensee, and Licensee may proceed with making such Attachments pursuant to Section A.
3. If changes are necessary and Licensee still desires to make Attachments to such pole, Owner, at Licensee's cost, will begin the make ready engineering that includes preparing engineering plans for the Make Ready Construction Work. Licensee and Owner shall work together in good faith to resolve any design and engineering issues and Licensee shall revise its plans as necessary. After the make ready engineering plans are complete, Owner shall provide Licensee a good faith estimate of the Costs and timeframe required to complete the Make Ready Construction Work. Upon Licensee's approval of such estimate of Costs for Make Ready Construction Work, Owner shall thereafter complete the Make Ready Construction Work at Licensee's Cost within sixty (60) days or within a reasonable extended deadline for complex Make Ready Construction Work that takes additional time to complete.

4. When the Make Ready Construction Work is complete, Owner shall notify Licensee and Licensee shall then have the right to make the authorized Attachments pursuant to Section A. Licensee shall complete such Attachments within sixty (60) days of notice from Owner. Reasonable extension of time does not materially prejudice the Owner.

C. **Service Drops.** Service Drops are expressly excluded from the requirements of this Article unless Make Ready Construction Work is required in which case Section B shall apply. Subject to Code compliance, Licensee may place Service Drops not requiring Make Ready Construction Work on Owner's pole without submitting an application or notifying Owner. Service Drops shall be considered Attachments for all other purposes under this agreement.

D. **Unauthorized Attachment.** After the Initial Inventory (defined below), if Owner finds that Licensee placed an Attachment without complying with the notification requirements of Sections A and B above, such Attachment shall be considered an Unauthorized Attachment (the "Unauthorized Attachment"). When discovered, Owner will notify Licensee of the Unauthorized Attachment in writing sent via certified mail to the operational and legal addresses referenced in Article XVIII. The notice shall set forth the location of the Unauthorized Attachment and shall specify the amount owed on account of such Unauthorized Attachment. For purposes of determining the amount owed, Licensee shall be responsible for paying an amount equal to the adjustment payment in effect for each of the years since the last inventory (under this Agreement or any predecessor agreements between the parties). If Licensee can demonstrate to the reasonable satisfaction of Owner when such Attachment was made, then the amount owed shall be an amount equal to the adjustment payment in effect for each of the years since the Attachment was made.

ARTICLE VII

REPLACING OR RELOCATING POLES; TRANSFERS

A. **Pole Replacements; Pole Relocation.** Whenever it is necessary to replace or change the location of a jointly used pole, the Owner shall give reasonable notice to Licensee to allow for planning and scheduling thereof in writing (except in cases of Emergency, which shall be handled under Section VII.D., below), specifying in such notice the time of such proposed replacement or relocation. The Licensee shall transfer its Attachments to the new or relocated Joint Use Pole within sixty (60) days of receipt of Owner's written notice (or notice through NJUNS or similar formal electronic notification system mutually agreed to by the parties), which notice shall not be sent until other parties have transferred their attachments, if applicable, and Licensee is "next to go" for transfer work. Licensee must complete the Transfers within a reasonable extended deadline or on a schedule mutually agreeable to the parties in the following circumstances:

1. For a complex transfer that will take more than sixty (60) days to accomplish;
2. In instances where transfers are "bulk loaded" into NJUNS upon the parties' initial participation in NJUNS or;

3. In instances where more than five (5) times the transferring party's average monthly transfers during its most recent fiscal year is being requested (except in cases where the number of transfers requested is 50 or less in which case the sixty (60) day deadline set forth in this paragraph A shall apply.)

Reasonable extensions of time shall not be denied under this section if the proposed extension of time does not materially prejudice the Owner. In situations where Transfers are required by a lawful demand of a property owner, or governmental or regulatory authority, the parties shall work together in good faith to expedite the transfer work. Licensee further agrees to indemnify and hold Owner harmless from any and all losses, damages, fines, penalties or costs of any kind (including reasonable attorneys' fees) which may arise from Licensee's failure to transfer its Attachments in response to such lawful demand.

B. Transfers.

1. Should the Licensee fail to transfer its Attachments within the time period outlined in Section A above (a "Delinquent Transfer"), Owner may escalate the matter in accordance with Article xx, and Owner may also choose to refuse to permit Licensee to make additional Attachments until such time as all Delinquent Transfers are made. Alternatively, Owner may abandon the subject pole(s) to Licensee in accordance with Article XIII or declare a default pursuant to Article XVI.

1 If the Licensee indicates that it has completed a transfer and Owner finds that Licensee has not completed the transfer when Owner goes to pull the pole, Licensee shall pay Owner all Costs associated with such return trip.

2 The Telephone Company represents and warrants that its current collective bargaining agreement covering work in Power Distributor's service area prevents the Telephone Company from entering into an agreement under which Power Distributor or a third party would be permitted to make routine Transfers of Telephone Company's Attachments. The Power Company may inquire from time to time to determine whether the Telephone Company's circumstances have changed such that it is able to allow or retain other parties to perform additional transfer work without violating any applicable collective bargaining agreements, and the Telephone Company shall promptly and fully respond to such inquiries. In the event of such change in circumstances, at the request of either party, the parties shall meet and take all reasonable steps to negotiate in good faith a mutually agreeable amendment to this Agreement under which Power Distributor or a mutually agreeable third party contractor would be authorized to make such Transfers on behalf of Telephone Company.

C. Replacement of Other Party's Poles. Except as provided for in Section D. 1., below, a party may only replace poles for the other party with the other party's written concurrence. The Costs associated with such replacement shall be paid by the Owner of the pole being replaced.

The new pole shall remain the property of the original Owner whose pole was replaced.

D. **Emergency Situations.** Both parties recognize and agree that there are inherent dangers involved in the transmission and distribution of electricity. The parties agree that unforeseeable Emergency conditions will exist from time to time.

1 **Pole Replacement -Emergency.** When due to accidents, storm damage, the dangerous condition of a pole, or an Emergency, it is necessary for the Licensee to replace the Owner's pole immediately to restore service to its customer or to eliminate a hazardous condition and the Owner cannot perform the work in time to meet the Licensee's requirements, Licensee may replace the Owner's pole. Licensee shall give the Owner written notice of the Emergency pole replacement within five (5) days of completing the pole replacement. The Costs associated with replacing a pole during such a situation shall be paid by the Owner of the pole requiring replacement. The new pole shall remain the property of the original Owner.

2 **Temporary Placement of Attachments.** During the repair and restoration of utility power as a result of a storm event, accident, or from other damage to the Joint Use Poles in an Emergency situation (including a pole replacement under paragraph 1 of this Section), or in a situation where it is necessary to eliminate a hazardous condition, the Power Distributor may make a Temporary Placement of Attachments of the Telephone Company to the Joint Use Poles. The Power Distributor will send written notice to the Telephone Company of such Temporary Placements within five (5) days of making them. The Telephone Company will take action to permanently attach such attachments within sixty (60) days of receipt of written notice, or within a reasonable extended deadline mutually agreeable to the parties if more time is needed to complete the work. Reasonable extensions of time shall not be denied under this section if the proposed extension of time does not materially prejudice the Owner. Because of the aforementioned inherent dangers, the Telephone Company is not authorized to replace or temporarily secure the Power Distributor's facilities, wires or conduit.

ARTICLE VIII

CORRECTIVE MEASURES AND THIRD PARTY COMPLAINTS

A. **Licensee Responsibility.** If any Attachment of the Licensee is found to be in violation of the terms of this Agreement (including, without limitation, the provisions relating to compliance with the Code), then the parties will work together to minimize the Cost of correcting any such deficiencies, but the Licensee shall be responsible for the full Cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall correct such Non-Compliant Attachment within sixty (60) days of Owner's notification to Licensee (unless Owner reasonably determines that safety, emergency or service restoration efforts require Licensee to take corrective action within a shorter time period.)

B. **Owner Responsibility.** If any Attachment of the Owner is found to be in violation of the terms of this Agreement (including, without limitation, the provisions relating to compliance with the Code), then the parties will work together to minimize the Cost of correcting any such deficiencies, but the Owner shall be responsible for the full Cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto. Owner shall correct such Non-Compliant Attachment within sixty (60) days of Owner's notice of such Attachment (unless safety, emergency or service restoration efforts exist in which case Owner shall take corrective action within a shorter time period.)

C. **Shared Responsibility.** If there exists a violation of the terms of this Agreement (including, without limitation, the provisions relating to compliance with the Code), and it cannot be determined whose Attachment has caused such violation, then the parties will work together to minimize the cost of correcting any such deficiencies. Each party will bear its respective Costs of Transferring its Attachments, and shall share equally in any other Costs associated with correcting the violation; provided, however, that if a party can modify its Attachments so that they no longer are a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in such Costs. Such a modification shall not relieve a party from sharing in such Costs if the party making the modification could still have been a cause of any deficiency that remains. The parties shall work together to correct such Non-Compliant Attachments within sixty (60) days of one party's notification to the other (unless Owner reasonably determines that safety, emergency or service restoration efforts require Licensee to take corrective action within a shorter time period.)

D. **Third Parties.** If one or more third party attachee(s) caused the violation, then the Owner will make reasonable effort, consistent with its attachment agreement(s) with such third party attachee(s), to require such third party attachee(s) to pay the corrective Costs incurred by all who have Attachments on the pole, including the Licensee, Owner and any other attachees.

E. **Corrective Measures -Dispute Resolution and Enforcement.** If Licensee fails to correct a Non-Compliant Attachment within the time frames specified in this Article, such Attachment shall be immediately subject to the dispute resolution and enforcement provision under Article xx.

F. **Third Party Complaints.** Licensee shall address, in a commercially reasonable time period, any inquiries or complaints raised by persons other than Licensee or Owner or their employees, contractors, and agents with regard to or concerning Licensee's facilities that are attached to Owner's poles, or Licensee's right and obligations under this Agreement.

ARTICLE IX

MAINTENANCE OF POLES AND ATTACHMENTS

A. **Obligation to Maintain Poles.** Except as herein otherwise expressly provided, each party shall, at its own expense, maintain its poles in a serviceable condition in accordance with the Code and shall reinforce or repair its own poles as they become known to be unserviceable.

B. **Obligation to Maintain Attachments.** Except as herein otherwise expressly provided, each party at its own cost shall place, maintain, Rearrange, Transfer and remove its own Attachments, and shall at all times perform such work promptly and in such a manner as not to interfere with work or service being performed by the other party. Each party shall, at its own expense, at all times maintain all of its Attachments in safe condition, thorough repair, and in accordance with the requirements of the Code. An Attachment is deemed to comply with Code if it complies with the minimum requirements of the Code in effect at the time the Attachment was placed, and nothing in this provision shall require either party to inspect existing Attachments and proactively bring them up to date with the current Code unless otherwise required by applicable law.

C. **Obligation to Train and Warn.** The Licensee shall insure that its employees are properly trained in climbing on and working on Owner's poles safely and that they are aware of the dangers inherent in making contact with the electrical conductors or electrical equipment of Power Distributor. Without limitation of the foregoing, the Telephone Company shall prohibit its employees from handling energized lines of the Power Distributor, including lines attached to Secondary Poles.

D. **No Warranty of Condition.** Notwithstanding the maintenance obligations of Owner under Sections A and B, above, both parties disclaim any warranty or representation regarding the condition and safety of their poles. To the extent permitted by law, each party expressly assumes responsibility for determining the condition of all poles to be climbed or otherwise worked on by its employees whether for the placement of Attachments, maintaining or Rearranging Attachments, or for other reasons. Except for performing Transfer work from unserviceable poles to replacement poles and for replacing poles pursuant to Section VII. C and Section VII. D, a Licensee shall not permit its employees to work on poles that are unserviceable until the Owner has corrected the unserviceable condition or has determined that the pole is serviceable.

ARTICLE X DIVISION OF COSTS

A. The cost of establishing a new Joint Use Pole line shall be borne by the parties in accordance with the following:

1. A Standard Joint Use Pole, or smaller, shall be erected at the sole Cost of the Owner.

2. In the case of a pole larger than the Standard Joint Use Pole required by either party, the party requiring the extra height and/or class shall pay for the additional Cost of the pole. If Owner adds features or betterments not required by Licensee, Owner shall pay the Costs associated with such features or betterments.

3. In the case of a pole larger than the Standard Joint Use Pole where the additional height and/or strength required is for the purpose of both parties, the Cost of the pole shall be shared by both parties, with Owner being responsible for the cost of a Standard Joint Use Pole and Licensee being responsible for one half of the Cost of the additional height or strength.

4. In the case of a pole larger or stronger than the Standard Joint Use Pole, where height or strength in addition to that needed for the purpose of either or both parties hereto is necessary in order to meet the requirements of the Code, a public authority or of property owners, the Cost of the additional height or strength shall be paid by the Owner.

B. The cost of establishing Joint Use on existing pole lines or modifying existing Joint Use Pole lines shall be borne by the parties in accordance with the following:

- 1 For placement of intermediate poles for the Licensee, the Licensee shall pay the total Cost of installing the new pole. Each Party shall be responsible for attaching its own facilities.
- 2 For replacement of non-defective poles for the Licensee, Costs shall be governed by Articles III, VI and VIII, as applicable.
- 3 For replacement of non-defective poles for the Owner, at the mutual request of both parties, or due to the requirements of the Code, a public authority or of property owners, Section A above shall govern unless the situation is otherwise specifically governed by Articles III, VI or VIII.
- 4 For replacement of existing defective poles, Costs shall be governed by Section A above.

C. Except as otherwise specifically provided herein, each party shall bear the costs of placement, Transfer, and Rearrangement of its own Attachments, place guys and anchors to sustain any unbalanced loads caused by its Attachments, and perform any tree trimming or cutting incident thereto.

D. When less costly Rearrangements can be performed by either party which would defer the cost of replacing a pole, such Rearrangements may be made and the Cost will be borne by the party requesting pole replacement; provided, however, that the final decision of whether or not to replace a pole shall remain with the Owner of the pole.

E. Any payments made by the Licensee under the foregoing provisions of this Article shall not entitle the Licensee to ownership of any part of said pole.

F. Each party shall bear the Cost of repairing damages to the other party's facilities occasioned by its improper construction practices or its negligence.

G. Either party may request documentation supporting any demand for payment.

ARTICLE XI

COORDINATION AND PLANNING

A. **Generally.** At least once per quarter, at the written request of either party, management representatives of each party with responsibility for overseeing the party's overhead plant and related facilities subject to this Agreement shall discuss the status of any operational issues that have arisen between the parties under this Agreement. The intent of these discussions is to encourage greater planning and coordination of operational issues between the parties.

B. **Annual Planning Meeting.** On or before October 1 of each year that this Agreement is in effect, at the written request of either party, local management representatives of each party with responsibility for overseeing the party's overhead plant and related facilities subject to this Agreement shall meet and confer to exchange information concerning pole relocation and replacement work during the upcoming calendar year. The parties shall exchange estimates (to the extent they are available) of the number of poles that each party reasonably expects to relocate or replace during the next calendar year along with the time frame for such relocations or replacements (as to each party, a "Work Plan"). Additional meetings may be scheduled at the request of either party if necessary to facilitate pole relocation/replacement work and transfers.

C. **Existing Delinquent Transfers or Non-Compliant Attachments.** Within one-hundred twenty (120) days after execution of this Agreement, representatives from both parties will meet at a mutually agreeable location to discuss Delinquent Transfers and Non-Compliant Attachments in existence at the time of contract execution. The parties shall then cooperate to establish a reasonable deadline for completion of work required to remedy the Delinquent Transfers and Non-Compliant Attachments. Reasonable extensions of time should not be denied if they would not result in material prejudice to the party requesting the work, and if the other party performing the work is acting with reasonable diligence to complete the work. If a party fails to remedy a Delinquent Transfer or Non-Compliant Attachment by the agreed upon deadline, or if that party disputes that it is responsible for performing the work, the other party may initiate the upper management escalation procedure set forth in Article XX. If any delinquent transfers and/or Non-Compliant Attachments are in existence at the time of contract execution but not addressed within the meeting between the parties described above, then at the election of the Owner, each such delinquent transfer and each such Non-Compliant Attachment may be addressed utilizing the process outlined above or may be resubmitted to Licensee pursuant to the provisions of this Agreement.

D. **Coordination of Complex Work.** When a party desires to change or upgrade its system which causes it to exceed its Standard Space Allocation and to substantially relocate a

joint use route for its own operational requirements, it shall notify the other party in writing and, within sixty (60) days of receipt of such notice, the parties shall discuss and exchange the information necessary to determine if the desired changes in construction can be conducted in a cost-efficient manner for both parties.

E. **Cost Sharing for Complex Work.** For any work required pursuant to Section D, the cost of establishing such joint use route shall be mutually agreed upon by the parties hereto; provided, however that nothing in this Section E shall prevent the Owner from relocating its attachments at its own cost and expense if the parties fail to reach agreement on cost sharing pursuant to this Section E. In this situation, the Owner shall abandon the subject poles to the Licensee in accordance with Article XIII.

F. **Ownership of New Poles.** In any case, ownership of any new poles placed pursuant to this Article shall remain with the owner of the poles that were replaced, unless otherwise agreed to by the parties in writing.

G. **Applicability to Road Widening and Related Projects.** The provisions of Sections C and D of Article shall not apply to road move projects prompted by a governmental entity or agency.

H. **Participation in Meetings with TVPPA Joint Use Committee.** At least once annually, at the written request of either party, management representatives of Telephone Company responsibility for overseeing the Telephone Company's overhead plant and related facilities subject to this Agreement shall participate in a meeting with the Joint Use Committee of the Tennessee Valley Public Power Association ("TVPPA"). The purpose of this meeting is to discuss the status of any operational issues that have arisen on a regional basis between the Telephone Company and the members of TVPPA that have adopted an agreement substantially similar to this Agreement.

ARTICLE XII

ANCHORS

Anchors required by either party shall be placed by the party requiring the anchor at its own expense. Notwithstanding the forgoing, the parties may by mutual consent install anchors to be used jointly by both parties upon Cost sharing or other arrangements agreed upon by the parties. Guy leads and anchors will possess the strength required by the Code, will be installed and used in accordance with the reasonable requirements of the Owner and will follow the specifications herein:

1. Following the Commencement Date of this Agreement, all anchors and guys shall be installed prior to the installation of Licensee's messenger wires or cables. Licensee's guy lead must be of sufficient length and strength to accommodate loads applied by the Attachments. No anchor installed following the Commencement Date shall be placed within 1 foot of any existing anchor. Guy markers meeting Licensee's specifications shall be installed on every newly placed guy attached to Owner's pole after the Commencement Date.

2. Each party shall install and maintain its own guy wires. Licensee shall not attach any down guy to Owner's anchors or to other attaching parties' anchors without prior written permission from such Owner or other party as the case may be, such permission shall not be unreasonably withheld.

3. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to the pole by the use of "through" bolts. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling wooden poles with such Attachments.

ARTICLE XIII

ABANDONMENT OF JOINT USE POLES

A. **Abandonment of Poles by Owner to Licensee.** Anytime Owner desires to abandon any Joint Use Pole, it shall give Licensee at least sixty (60) days' written notice. If, at the expiration of such period, Owner and any third parties shall have no Attachments on such pole but Licensee shall not have removed all of its Attachments there from, Owner may transfer ownership of such pole to Licensee by sending written notification confirming the transfer in the form attached hereto as Exhibit E. The pole shall thereupon become the property of Licensee, and Licensee shall pay the Owner an amount equal to the original cost of the abandoned pole less depreciation (or, if the original cost of the pole is not available, the cost of the pole being removed shall be determined by the current installed Cost of an equivalent pole depreciated using a thirty (30) year straight line depreciation schedule by the number of years since the Pole was installed). Licensee shall also save harmless the former Owner from all obligations, liabilities, damages, costs, expenses, or charges incurred thereafter because of or arising out of the presence, location or condition of such pole or any of Licensee's Attachments thereon, unless such liabilities or damages arise from the gross negligence or intentional acts or omissions of the former Owner.

B. **Abandonment by Licensee.** Licensee may, at any time, abandon the use of a Joint Use Pole by removing there from any and all Attachments it may have thereon. No refund of adjustment fees shall be due Licensee on account of such abandonment, and following such removal, no Attachment shall again be made to such pole without complying with the requirements of Article VI.

ARTICLE XIV

ADJUSTMENT PAYMENTS

A. **Adjustment of Payments.** Adjustment payments shall cover rentals accruing during the calendar year and shall be based upon the number of poles that are occupied on the first day of December of the year in which rentals accrue. Within thirty (30) days of both Parties' execution of this Agreement (for calendar year 2009) and on or around December 1, 2010 and December 1st of each year thereafter during the time this Agreement is in effect, the parties shall cooperate in creating a schedule of pole rental showing the number of Joint Use Poles which the other party occupies as Licensee. The

party owning the greater number of Joint Use Poles shall render to the other party a net rental billing. Such billing shall reflect the number of Joint Use Poles owned by each party, multiplied by the then current annual pole rental rate as set forth in Exhibit D, with the net difference being the actual amount billed.

B. **HWI Adjustment.** The rates set forth in Exhibit D shall be effective as of January 1, 2009, and shall remain in effect through December 31, 2011 (the "Base Rate"). The Base Rate shall be escalated, effective January 1, 2012, and annually thereafter, based upon the percentage change in the Handy-Whitman Index (South Atlantic Region, FERC Account 364, Line 44, Poles, Towers and Fixtures)("HWI") between the two preceding July 1 index numbers.

C. **Periodic Review of Adjustment Payment.** No sooner than five years from the Commencement Date of this Agreement and in intervals no more frequent than every five years thereafter, the annual pole rental rate set forth in Exhibit D shall be subject to joint review and revision upon the written request of either party sent via certified mail to the operational and legal addresses referenced in Article XVIII. If, within ninety (90) days after the receipt of such request by either party, the parties fail to agree to a revision of such rate, then the adjustment payment per pole shall be established at the then existing Base Rate, escalated by the HWI for one year. The following year, the adjustment payment per pole shall be an amount equal to 40% of the then average in plant cost factors of providing and maintaining the Joint Use Poles covered by this Agreement for the party owning the greater number of Joint Use Poles covered by this Agreement. The new rate shall thereafter be adjusted in accordance with Section B, above, until again revised pursuant to this Section.

D. **Other Work.** Upon completion of any work done by one party for which payment is due from the other party, the party performing the work shall present to the other party, within ninety (90) days after the completion of such work (or, in the discretion of the Owner, the completion of all related work, including third party work), a bill showing the amount due and a breakdown of the Costs. The parties will cooperate to ensure that both are provided the necessary information to certify that the bills are correct.

E. **Payment and Disputed Charges.** The adjustment payment herein provided for, or any other bill for payment of work, shall be paid within thirty (30) days after the bill has been received, unless said party disputes the amount billed. In case of such dispute, either party may escalate the matter in accordance with Article XX. Any undisputed amounts shall be paid within the thirty (30) day time period.

F. **Late Charges.** Payments not paid within the specified time period shall accrue late payment charges of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law, whichever is less.

ARTICLE XV

INVENTORY OF ATTACHMENTS

A. **Initial Inventory.** Upon request of either party at any time after the execution of this Agreement, an actual inventory of Attachments shall be made jointly by representatives of the parties or by a third party chosen by the parties (the "Initial Inventory"). If there is any difference in (a) the number of Attachments found by the inventory and (b) the number arrived at by tabulating those invoiced and reported under this Agreement and any predecessor agreements between the parties, correction will be made by retroactive billing for any Attachments identified as being responsible for the difference, and any remaining difference will be spread evenly over the years since the last inventory (under this Agreement or any predecessor agreements between the parties) and billing adjusted accordingly using the rate in effect for each of the respective years. At the election of the party owning the greater number of poles and so long as there is not a material and reasonable dispute between the parties concerning the results of such inventory, any inventory conducted within two (2) years prior to the Commencement Date may be used as the initial inventory, and in such event, the initial inventory shall be deemed to have been completed as of the Commencement Date.

B. **Five Year Pole Inventories.** Five (5) years after the Initial Inventory and at intervals no more frequent than every five (5) years thereafter (unless otherwise mutually agreed by the parties), an actual inventory of Attachments shall be made jointly by representatives of the parties or by a third party chosen by both parties. If there is any difference in the number of Attachments found by subsequent inventories and the number invoiced in the corresponding billing, correction will be made by retroactive billing for any Attachments identified as being responsible for the difference, and any remaining difference will be spread evenly over the years since the last inventory and billing adjusted accordingly using the rate in effect for each of the respective years.

C. **Inventory Methodologies.** In lieu of the foregoing, the parties may mutually agree to alternative inventory procedures.

D. **Cost Sharing.** Each party shall equally share the cost of making such inventory of attachments.

ARTICLE XVI

DEFAULTS

Notwithstanding any other provision in this Agreement to the contrary, if either party shall fail to discharge any of its obligations under this Agreement and such failure shall continue for thirty

(30) days after notice thereof in writing from the other party sent via certified mail to the operational and legal addresses referenced in Article XVIII, all rights of the party in default hereunder, pertaining to making Attachments to additional poles of the other, shall be suspended by sending written notification of the suspension to the defaulting party via certified mail to the Article XVIII addresses. If such default shall continue for a period of ninety (90) days after receipt of the notice of suspension, the non-defaulting party may, by sending written notification

to the defaulting party via certified mail to the Article XVIII addresses, terminate the right of both parties to attach to additional poles of the other party. Any termination of the right of the parties to attach to additional poles of the other party shall not abrogate or terminate the right of either party to attach to existing Joint Use Poles or to maintain and Transfer existing Attachments to replaced or relocated poles. All such Attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as said Attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to such Attachments.

ARTICLE XVII

LIABILITY AND DAMAGES

A. **General Indemnification.** Licensee shall indemnify, protect, and save Owner harmless from and against any and all liabilities, claims, demands and costs incurred by reason of

(a) damage to property, (b) injury to or death of persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and (c) any slander, defamation, or infringement claim; provided that the foregoing liabilities, claims, demands and costs arise out of or are caused by the Licensee's use of or work on Owner's facilities including, without limitation, the erection, maintenance, presence, use, removal, or abandonment of Licensee's attachments, or by the proximity of the respective cables, wires, apparatus and appliances of the Licensee to any of the facilities belonging to the Owner or to other parties jointly using the Owner's poles, or arise out of or are caused by any act of Licensee or its employees, agents, contractors and their subcontractors on or in the vicinity of Owner's poles. The obligation of indemnity shall include, without limitation, any attorneys' and/or legal fees or costs.

B. **Survival and Interpretation.** The indemnification provisions of this Agreement (whether contained in this Article or otherwise) shall survive termination of this Agreement and shall be enforced to the fullest extent permitted by applicable law. Nothing in this Agreement shall waive or in any way limit any limitations of liability or privileges or immunities available to governmental utility companies under applicable law.

ARTICLE XVIII

SERVICE OF NOTICES

A. Unless otherwise provided in this Agreement, it is expressly agreed and understood between Owner and Licensee that any Notice required to be given by either party to the other pursuant to this Agreement shall be in writing and sent by US Mail, facsimile or by recognized national overnight delivery service and shall be deemed received upon actual delivery or refusal of delivery as evidenced by the records of the parties, the US Postal Service or delivery service as the case may be.

B. Notices shall be sent addressed as follows:

Power Distributor:

Operational Notices: Edd Hattaway Starkville Electric
System Post Office Box 927 Starkville, Mississippi 39760

Official Legal Notices: Edd Hattaway Starkville Electric
System Post Office Box 927 Starkville, Mississippi 39760

Telephone Company:

Operational Notices: AT&T Director Construction & Engineering 175
E. Capitol Street Room 430 Jackson, MS 39201

Official Legal Notices: AT&T Legal Department Attn: General
Counsel 175 E. Capitol Street Suite 790 -Landmark Center
Jackson, MS 39201

or to such other address as either party may designate by Notice to the other party from time to time in accordance with the terms of this Article.

- C. If at any time, and from time to time, both parties are members of NJUNS and maintain the capability of receiving messages from NJUNS, either party may, upon prior written notice to the other, elect to utilize such capability to provide notices under this Agreement for any matter relating to the operation and maintenance of Joint Use Poles; provided that giving notice via NJUNS does not satisfy the obligation to send a notice via certified mail if such notice is required by this Agreement. If the parties are using NJUNS, the parties may use NJUNS messaging formats in lieu of Exhibits B and C.

ARTICLE XIX

TERM AND TERMINATION OF AGREEMENT

Subject to Article XVI, this Agreement shall continue in force and effect for a period of five (5) years from and after the Commencement Date. After the initial five (5) year term, the Agreement shall automatically extend on the same terms and conditions for successive one year terms until terminated by either party providing written notice at least one hundred eighty (180) days prior to the end of the pending one year term. Termination shall thereafter become effective at the end of the pending one year term. Termination of the Agreement shall mean termination of the right of the parties to place Attachments on additional poles owned by the other party. Termination of

the Agreement shall not, however, abrogate or terminate the right of either party to attach to existing Joint Use Poles or to maintain and Transfer existing Attachments to replaced or relocated poles. All such Attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as said Attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to such Attachments.

ARTICLE XX

DISPUTE RESOLUTION

A. **Good Faith Participation.** Prior to the initiation of any litigation (except litigation arising following default and termination of this Agreement, which litigation may proceed without regard to this Article), the parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through the upper management escalation process set forth herein. Good faith participation in these processes shall be a condition precedent to any litigation. All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's rules of evidence.

B. **Upper Management Escalation.** To initiate the dispute resolution process, either party shall give the other party written notice, via certified mail to the operational and legal addresses referenced in Article XVII. B., of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management and, thereafter, representatives of both parties with authority to settle the dispute shall meet at a mutually acceptable time and place within thirty (30) days after receipt of such notice, and thereafter as often as reasonably deemed necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of receipt of the disputing party's notice, or if the Parties fail to meet within thirty (30) days, either party may initiate litigation. A dispute regarding Delinquent Transfers shall not be eligible for upper management escalation as set forth in this provision unless the transfer request has been processed in the ordinary course through methods as required by Article VII.

C. **Enforcement.** The parties regard the aforesaid obligation to escalate to upper management as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder. Notwithstanding the foregoing, in no event shall the obligations under this Article :XX operate to prevent the initiation of litigation within ninety (90) days prior to the running of the applicable statute of limitation or statute of repose or the timely prosecution or defense (as applicable) of such litigation.

D. **Renegotiation -Failure of Transfer and Code Compliance Processes.** In the event that the upper management escalation procedure (exclusive of litigation) fails to resolve, to the reasonable satisfaction of both parties, three (3) or more disputes concerning Delinquent Transfers or Non-Compliant Attachments within a calendar year, then the

"Transfer and Code Compliance Provision" under Section E, immediately below, shall become effective, and either party may request (via certified mail to the operational and legal addresses referenced in Article XVIII.B.) that the parties meet to discuss an amendment to this Agreement setting forth an alternative method for addressing and resolving Delinquent Transfers and/or Non-Compliant Attachments. In the event that the dispute resolution process is initiated in one calendar year but the time at which parties have failed to reach resolution falls in the next calendar year, such dispute shall be counted in the earlier calendar year.

1. For purposes of this Section D, the parties intend that a dispute will encompass, at a minimum, all related Transfers and Non-Compliant Attachments. A party may not circumvent the spirit of this provision by initiating separate disputes for related items (e.g., initiating separate disputes for each pole in a line where a Transfer is pending, or for individual Non-Complaint Attachments placed in a line). Additionally, disputes that are not resolved because an outside party and/or other attacher is the cause, in whole or in part, of the alleged problem, shall not be included in calculating the number of unresolved disputes pursuant to this Section D.

2. If the parties are unable to agree upon the terms of an amendment within one hundred- twenty (120) days of receipt of the written request, or within a reasonable extended time period agreed to by the parties, either party may, in addition to pursuing any legal remedies it may have, terminate this Agreement by sending written notice to the other party via certified mail to the operational and legal addresses referenced in Article XVIII. B. Termination shall become effective one-hundred-eighty (180) days from receipt of the termination notice, and the rights and obligations of the parties following termination shall be governed by Article XIX.

E. **Transfer and Code Compliance Provision.** Upon this provision becoming effective in accordance with the requirements of Section D, immediately above, as an additional remedy to ensure timely handling of Delinquent Transfers and Non-Compliant Attachments, each party may bill the other party an additional amount equal to the then annual Base Rate per pole for each Delinquent Transfer and Non-Compliant Attachment older than ninety (90) days in existence on June 30 and December 31 of each year. Bills issued pursuant to this Section shall be separate and apart from annual rental invoices, and shall be issued within thirty (30) days of the aforementioned dates. Before a party can take advantage of the billing provision set forth in this Section, the parties must have been using NJUNS (or a similar formal electronic notification system agreed to by the parties) for one year and must have participated in quarterly meetings for one year in accordance with Article XI.A. (provided, however, that such meetings may be cancelled by mutual agreement of the parties and provided further, that if one party fails to meet with the other party upon the other party's reasonable request, such failure to meet shall not prevent this Section from become effective). Participation in NJUNS (or similar system) and in quarterly meetings that occur prior to this provision becoming effective shall be counted in determining the effective date of the bill provision set forth in this Section.

ARTICLE XXI

RIGHTS OF OTHER PARTIES

A. If either party hereto has, prior to the execution of this Agreement, conferred upon others not parties to this Agreement (outside parties), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing attachments of such outside parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such outside parties shall be in accordance with the requirements of

Section B, below, except where such outside parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make attachments which do not conform to the requirements of this Agreement. Owner shall derive all of the revenue accruing from such outside parties. Any contractual rights or privileges of outside parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. If either party hereto desires to confer upon others not parties to this Agreement (outside parties), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such outside parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of the Code, and (2) to the extent allowed by law, such Attachments shall not be located within space where Licensee holds a prior right to make or maintain its Attachments. Owner shall derive all of the revenue accruing from such outside parties.

C. With respect to any rights and privileges granted under this Article to outside parties, Licensee shall not be required to transfer or rearrange its Attachments to accommodate an outside party until Licensee receives payment for the costs associated with such changes, unless Licensee is otherwise required to transfer or rearrange its facilities at its own expense pursuant to the terms of this Agreement.

ARTICLE XXII

ASSIGNMENT OF RIGHTS

Neither party hereto shall assign or otherwise transfer this Agreement, in whole or in part, without the written consent of the other party; provided that either party shall have the right without such consent to:

- 1 Mortgage any or all of its property, rights, privileges and franchises.
- 2 To lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party; or
- 3 To enter into any merger or consolidation or other reorganization: and, in case of the foreclosure of such mortgage, as in case of such lease, transfer, merger or consolidation its rights and obligations hereunder shall pass to such successors

and assigns; and provided, further that subject to all of the terms and conditions of this Agreement, either party may without such consent permit any corporation conducting a business of the same general character as that of such party, with which it is affiliated or physically connected, the rights and privileges of this Agreement in the conduct of its said business.

ARTICLE XXIII

SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental operating routines or working practices as they mutually agree or as necessary or desirable to effectively administer the provisions of this Agreement.

The parties expressly agree to develop such coordination agreements as they mutually agree are necessary and feasible to assist both parties in effectuating this Agreement.

ARTICLE XXIV

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 the same shall be and remain at all times in full force and effect.

ARTICLE XXV

EXISTING AGREEMENTS

Any existing agreement between the parties hereto for the joint use of poles upon a rental basis within the territory covered by this Agreement is, by mutual consent, hereby abrogated and annulled; provided that undischarged obligations of the parties arising under such agreement prior to the Commencement Date (such as claims for indemnification), unless expressly waived, shall survive termination of the prior agreement.

ARTICLE XXVI

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property attached to licensed poles. Taxes and the assessments, which are levied on its poles, shall be paid by Owner thereof, but the portion of any tax (except income taxes), fee, or charge levied on Owner's poles solely because of their use by Licensee shall be paid by Licensee.

ARTICLE XXVII

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance of any part of this Agreement resulting from acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a party's obligations under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay or by an extended time period mutually agreed to by the parties if more time is needed to complete the work.

ARTICLE XXVIII

NO WARRANTY OF RECORD INFORMATION

From time to time, one party may obtain from the other party records and other information relating to outside plant facilities. Each party acknowledges that such records and information provided may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right-of-way.

ARTICLE XXIX

NO EFFECT ON FRANCHISE RIGHTS

Notwithstanding anything elsewhere herein provided, nothing contained in this Agreement shall abrogate, limit or affect any obligation of either party under any franchise granted to either party by any city or other local governmental unit that owns, operates or is in any way affiliated with Power Distributor, or by any predecessor of any such governmental unit or franchising authority.

ARTICLE XXX

SOURCE OF PAYMENTS

The obligations of the Power Distributor here under shall be payable solely from the funds of the electric system of the Power Distributor.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

- A. The Licensee of a Joint Use Pole shall acquire no ownership of or interest in such a pole, the Licensee's rights therein being limited to the right of compliance with terms and condition contained in this Agreement.
- B. Except only insofar as the express terms of this Agreement make the rights hereunder available to the successors or assigns of the parties hereto, the provisions of this

Agreement shall not be interpreted to confer any right of action at law or in equity upon any parties except the parties hereto.

C. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

D. Nothing Contained in this Agreement, or in any amendment or supplement thereto, or inferable here from shall be deemed or constructed to (i) make either party the agent, servant, employee, joint venture, associate, or partner of the other party, or(ii) create any partnership, joint venture or other affiliation or association between the parties. The parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E. Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed.

F. This Agreement is deemed executed in and shall be construed under the laws of the State of Mississippi.

G. Within this Agreement, words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" shall, unless the context dictates otherwise, refer to this entire agreement and not to any particular paragraph or provision. The term "person" and words importing persons as used in this Agreement shall include firms, associations, partnerships (including limited partnerships), limited liability companies, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by the respective officers thereunto duly authorized, as of the Commencement Date.

ATTEST

STARKVILLE ELECTRIC SYSTEM

Title _____

Title _____

ATTEST

BELLSOUTH TELECOMMUNICATIONS,
INC. D/B/A AT&T MISSISSIPPI

Title_____

Title Vice President - Construction & Engineering

**EXHIBIT A
STANDARD SPACE ALLOCATION**

SPACE ALLOCATION ON 45' - CLASS 4 STANDARD JOINT USE POLE

6' - 6" BELOW GROUND SURFACE
(APPROXIMATE DEPTH)

VARIABLE MINIMUM CLEARANCE

2' - 0" TELEPHONE COMPANY SPACE

VARIABLE ADDITIONAL SPACE

3' - 4" NESC SEPARATION
(NEUTRAL SPACE)

10' - 0" ELECTRIC COMPANY SPACE

SPACE ALLOCATION ON 40' - CLASS 4 STANDARD JOINT USE POLE

6' - 0" BELOW GROUND SURFACE
(APPROXIMATE DEPTH)

VARIABLE MINIMUM CLEARANCE

2' - 0" TELEPHONE COMPANY SPACE

VARIABLE ADDITIONAL SPACE

3' - 4" NESC SEPARATION
(NEUTRAL SPACE)

8' - 0" ELECTRIC COMPANY SPACE

EXHIBIT B

**JOINT USE NOTIFICATION FORM
(Poles Owned by Power Distributor)**

BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi
(address)

Date: _____

To: Starkville Electric System
P.O. Box 927
Starkville, MS 39760

Attention: _____

Attached is an AT&T work print(s) with the following indicated in Red:
A notification that AT&T has attached to _____ of _____ Power's pole(s) along
_____ in _____ County, _____ State

Please adjust your pole Attachment count records accordingly.

Sincerely,

BellSouth Telecommunications, Inc.
d/b/a AT&T Mississippi

**EXHIBIT B
JOINT USE NOTIFICATION FORM
(Poles Owned by AT&T)**

Starkville Electric System
P.O. Box 927
Starkville, MS 39760

Date: _____

To: BellSouth Telecommunications, Inc
d/b/a AT&T Mississippi
(address)

Attention: _____

Attached is a _____ Power work print(s) with the following indicated in Red:
A notification that _____ Power has attached to _____ of AT&T's pole(s) along
_____ in _____ County, _____ State

Please adjust your pole Attachment count records accordingly.

Sincerely,

Starkville Electric System

EXHIBIT C

**JOINT USE NOTIFICATION/REQUEST FORM
(Poles Owned by Power Distributor)**

BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi
(address)

Date: _____

To: Starkville Electric System
P.O. Box 927
Starkville, MS 39760

Attention: _____

Attached is an AT&T work print(s) with the following indicated in Red:

___ 1. A request for AT&T to attach to _____ of _____ Power's poles along _____
in _____ County, _____ State

___ 2. This is to notify you that AT&T has removed all Attachments from _____ of _____ Power's
pole(s) along _____ (street address) _____ in _____ County,
_____ State

Upon acceptance/approval of this form please adjust your pole Attachment count records accordingly.

Sincerely,

Accepted/Approved

BellSouth Telecommunications, Inc.
d/b/a AT&T Mississippi

Starkville Electric System

**EXHIBIT C
JOINT USE NOTIFICATION/REQUEST FORM
(Poles Owned by AT&T)**

Starkville Electric System
P.O. Box 927
Starkville, MS 39760

Date: _____

To: BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi
(address)

Attention: _____

Attached is an a _____ Power work print(s) with the following indicated in Red:

___ 1. A request for _____ Power to attach to _____ of _____ AT&T's _____ pole(s) along
_____ (address) in _____ County, _____ State.

___ 2. This is to notify you that _____ Power has removed all Attachments from
_____ of AT&T's pole(s) along _____ (street address) _____ in _____ County,
_____ State.

Upon acceptance/approval of this form please adjust your pole Attachment count records accordingly.

Sincerely,

Accepted/Approved

BellSouth Telecommunications, Inc.

Starkville Electric System

**EXHIBIT D
ADJUSTMENT PAYMENTS**

For 2009, rental rates shall be \$25 per pole.

For 2010, rental rates shall be \$27 per pole.

For 2011, rental rates shall be \$29 per pole.

For 2012, and thereafter, unless revisited in accordance with Article XIV. D., the rental rate shall be adjusted annually by the HWI pursuant to Article XIV. C.

**EXHIBIT E
NOTIFICATION OF ABANDONMENT AND TRANSFER
OF OWNERSHIP**

To Licensee, _____
(insert name of Licensee)

This confirms that Owner has previously given Licensee the requisite 60 days' written notice required by Article XIII of the Joint Use Agreement that Owner wishes to abandon the pole(s) described below, that such time period has expired, that Owner has removed its attachments from the pole(s) (and if Owner is the Power Distributor, any third parties on the subject pole(s) have removed their attachments as well), and that Licensee has not removed its attachments from the subject pole(s). Accordingly, Owner hereby gives written notice of its transfer of ownership of the poles(s) described below to Licensee. Upon receipt of this notice, Licensee shall become the owner of the subject pole(s) and the indemnification and payment provisions set forth in Article XIII of the Joint use Agreement shall apply.

Pole Number

Pole Location

Owner (insert name of Owner)

By: _____

Title: _____

Date: _____

9.

**APPROVAL OF PAY REQUEST #3 TO
WEATHERS CONSTRUCTION IN THE
AMOUNT OF \$210,550.99 FOR FIRE STATION #5**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr. and unanimously approved by the Board to adopt the Official Agenda and to accept items for Consent, whereby "Approval of Pay Request #3 to Weathers Construction in the Amount of \$210,550.99, for Fire Station #5 is enumerated, this consent item is thereby unanimously approved.

10.

**APPROVAL TO ADVERTISE TO FILL A VACANT POSITION
WITHIN THE SANITATION DEPARTMENT
(DRIVER)**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr. and unanimously adopted by the Board to approve the Official Agenda and to accept items for Consent, whereby the "Approval to Advertise to Fill a Vacant Position within the Sanitation Department (Driver)" is enumerated, this consent item is thereby unanimously approved.

11.

**APPROVAL TO ADVERTISE TO FILL A VACANT POSITION
WITHIN THE SANITATION DEPARTMENT
(LABORER)**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr. and unanimously adopted by the Board to approve the Official Agenda and to accept items for Consent, whereby the "Approval to Advertise to Fill a Vacant Position within the Sanitation Department (Laborer)" is enumerated, this consent item is thereby unanimously approved.

END OF CONSENT ITEMS

MAYOR & BOARD COMMENTS

Mayor Parker Wiseman informed the citizens that the electric department will be replacing transformers on May 5 and June 5 of 2010, causing power outages from 3 a.m. to 5 a.m. on said dates.

The Board agreed to set aside dates for a 7-Ward Bus Tour and Strategic Planning session.

THE MAYOR INTRODUCED NEW EMPLOYEES

Darren Robinson and Jessie McNeal - Sanitation Department

Stephanie Halbert - City Clerk's Office

Mayor Parker Wiseman asked Fire Chief Roger Mann for a brief update and overview of Fire Department Activities, citing the inordinate number of recent fire events.

Chief Mann explained that of the four recent fires, three of them were caused by human error. He also impressed upon the public that the City experiences very few fires and because these happened in such a short time span, our awareness is heightened.

Alderman Henry Vaughn, Sr. spoke to the Board regarding the Carver Drive ditch. He reminded the Board that past Boards voted to pipe and cover the ditch, and this Board voted to pipe and to cover the ditch, but it remains open. He urged the Board to do the right thing and fix the ditch in the manner this Board and past Boards have ordered.

CITIZEN COMMENTS

Alvin Turner of Ward 7 informed the Board that people are being distressed by recent events. He reminded the Board of the Maben High School Fire during integration in 1961. Mr. Turner also made reference to the Starkville School Board appointment and urged the Board to make an appointment. His next item of concern was the Church signs. Mr. Turner was concerned that people would think, "we don't care about the Church." Lastly, He spoke on the need for repairs to Jefferson Street.

Alderman Roy A'. Perkins verified through the City Engineer of Jefferson Street being on the Overlay list for this year.

Greg Ibnedahl, and Jerry Boman, of Presley Place spoke to the Board regarding the Pat Station Roadway Project. They pointed out the portion of the roadway that would be constructed in a flood zone. Mr. Ibnedahl and Mr. Boman explained why they thought the original Roadway Plan was better for the neighborhood.

Ms. Daisy McDowell of Ward 6 spoke to the Board regarding the Carver Drive ditch. She informed the Board that the ditch is a nuisance. Ms. McDowell stated her belief that no one (the Board) wants to fix the ditch because the proposed 40 feet is nothing. She related to the Board that residents being affected by the Pat Station Roadway Project want the Carver Drive ditch fixed because they don't want the Pat Station connector road. Ms. McDowell also spoke on health and safety concerns of the ditch. She stated, "there are snakes in the ditch, and the mosquitoes are just as dangerous as the snakes."

Mr. Wilson Gardner, Ward 6, told the Board of the snake he witnessed from the Carver Drive ditch.

Alderman Roy A'. Perkins assured the residents of Carver Drive that he will continue to work to get the project completed expeditiously.

Ms. Dawn Morgan, spoke to the Board regarding the Pat Station Road Project. She inquired as to a buffer being provided. Her concerns being, the location of the water main and the likelihood of trees being removed during construction, thereby leaving no buffer. Ms. Morgan suggested keeping the water main on the north side of the road.

Rev. Bonner, Pastor of Church on Bluefield Road brought concerns of speeders on Bluefield Road.

Alderman Roy A'. Perkins asked the Mayor if he would have someone from the City's staff to visit the area to see what could be done, if anything, and inform the Board of their findings.

PUBLIC APPEARANCES

Ms. Elizabeth Stephens a representative of Polo Apartments was schedule to speak to the Board regarding a sign variance. Ms. Stephens was not present.

Ms. Dora Herring, Chairman of the Planning and Zoning Commission, made their annual report as required by Chapter 2 Article V Section 2-138 of the City's Code of Ordinances The past year Ms. Herring reported the events moved through the Commission.

The Commission recommended approval of 5 changes in zoning and recommended denial of 3. The Board denied one of the 5 recommended for approval and approved/denied the others as recommended.

The Commission recommended approval of 4 additional uses, the Board approved the Additional Uses as recommended.

The Commission recommended approval of 4 final plats, the Board approved the Final Plats as recommended.

The Commission recommended approval of 2 preliminary plats with one withdrawal, the Board approved the Preliminary Plats and accepted the withdrawal as recommended..

Ms. Herring informed the Board of the Planning and Zoning Commission's interest in the City's Strategic Planning and offered their services.

The Mayor expressed gratitude and appreciation to the members of the Planning and Zoning Commission for their dedication and service to the City.

Alderman Jeremiah Dumas likewise expressed appreciation to the Planning and Zoning Commission.

Ms. Jenny Turner, Administrative Hearing Officer, along with Mr. Bill Green, made their annual report to the Board.

The Administrative Court scheduled 136 cases, of those scheduled approximately 1/3 paid their fines and no further action was necessary. Of the remaining cases, Hearings were held and fines were assessed and continue to be collected. More than half the cases derived from Code Enforcement in 2009 were trash related.

Mayor Parker Wiseman thanked Ms. Turner and Mr. Green for being Trailblazers of the Administrative Hearing Court.

Alderman Roy A'. Perkins acknowledged the great job being done through the Administrative Hearing Court, and commented on the considerable amount of time it has alleviated the Board of Aldermen.

Mr. Chris Campany and Mr. Brian Templeton requested the Board to form a City of Starkville Tree Advisory Board to consist of area tree experts that will assist the city as needed in areas of Landscape, Horticulture, and Urban Forestry in addition to developing a plant list, and assist in grant writing. Mr. Campany explained that the implementation of a Tree Advisory Board should occur no cost to the city and with the grant writing being made available it has the potential to provide additional revenue.

Alderman Jeremiah Dumas thanked Professor Campany and Mr. Templeton for offering their knowledge, expertise and time to this project.

PUBLIC HEARING (ZONING CHANGE)

City Planner Ben Griffith introduced the requested Zoning Change, from Mr. Carlos White, of a R-1 Single Family and R-3 Multi-Family to C-1 Neighborhood Commercial located at the southwestern corner of Hospital Road and Hiwassee Drive, which was previously denied by the Planning and Zoning Commission.

Citizens speaking for/against or in general are listed below.

FOR REZONING	AGAINST REZONING	GENERAL COMMENT
MR. CARLOS WHITE	MR. BUREN BLANKENSHIP	
MR. MIKE OKUYSEN	MS. PINKS DUDLEY	
	MR & MS. DAVID & BRENDA MCCOY	
	MS. ANGELA PENNELL	

PUBLIC HEARINGS (SAFETY HELMET ORDINANCE 3RD)

The Mayor introduced the Safety Helmet Ordinance.

Citizens speaking for/against or in general are listed below.

FOR ORDINANCE	AGAINST ORDINANCE	GENERAL COMMENT
MR. RON COSMAN	MR. BEN WINEBERG	MR. CHRIS TAYLOR
MR. JERRY EMISON	MS. ANNE WELCH	MR. LEE BORING
MS. NANCEY CARR	MS. RITA USHER	
MR. ALVIN TURNER	MR. MIKE ALLEN	

MS. LEIGH JENKINS	MR. JON GREENLEE	
MR. STEVEN MCCORKLE	MR. STEVEN COVINGTON	

Alderman Henry Vaughn, Sr. explained to the public that it is the elected officials responsibility to be concerned about the welfare and well-being of every citizen in Starkville.

PUBLIC HEARING (STORM WATER CONTROL ORDINANCE 2ND)

Alderman Eric Parker introduced the storm water control ordinance and changes being proposed.

Citizens speaking for/against or in general are listed below.

FOR ORDINANCE	AGAINST ORDINANCE	GENERAL COMMENT
		MR. JOHN GASKIN

PUBLIC HEARING (HISTORIC PRESERVATION ORDINANCE 1ST)

Alderman Richard Corey introduced the Historic Preservation Ordinance.

No citizen spoke on the proposed Historic Preservation Ordinance.

FOR ORDINANCE	AGAINST ORDINANCE	GENERAL COMMENT

MAYOR CLOSED THE PUBLIC HEARING PORTION OF THE MEETING.

Alderman Jeremiah Dumas personally thanked the MSU Student Association for the excellent and much needed work they provided for the City parks.

12.

A MOTION TO APPROVE ESTABLISHING THE INFRASTRUCTURE COMMITTEE AS A STANDING COMMITTEE WITH THE MEMBERSHIP AND STRUCTURE AS OUTLINED IN THE MISSION AND PURPOSE DOCUMENT AND APPOINTING ALDERMAN HENRY VAUGHN, ALDERMAN JEREMIAH DUMAS, AND ALDERMAN BEN CARVER TO SAID COMMITTEE WITH THE MAYOR AND CAO AS EX-OFFICIO NON-VOTING MEMBERS

There came for consideration the matter of establishing an Infrastructure Committee and appointing members. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey, the Board unanimously approve the motion to Establish the Infrastructure Committee as a Standing Committee with the Membership and Structure as Outlined in the Mission and Purpose Document and Appointing Alderman Henry Vaughn, Sr., Alderman Jeremiah Dumas, and Alderman Ben Carver to said Committee with the Mayor and CAO as Ex-Officio non-voting members.

04-20-2010

Infrastructure Committee

STRUCTURE

The composition of the Infrastructure committee shall be made up of three (3) members of the Board of Aldermen. The Infrastructure committee shall designate a chairman who shall serve as the coordinator of the meetings, provide the quarterly report to the Board of Aldermen and direct the conduct of the meetings. The composition shall consist of three designated alderman as voting members, the Mayor, and the Chief Administrative Officer as ex officio non-voting members. The infrastructure committee will have available all the staff resources associated with its area of oversight as it deems necessary to the issues being deliberated.

TERM IN OFFICE

The City of Starkville deems this committee to be an internal standing committee. The members of the committee shall be appointed at the first regular meeting of the month of August after the general election at which the sitting Board is elected. They shall serve during the four (4) year administration of the current elected Board membership. Any changes to the make up of the committee during the term in office will be considered by the Board at the request of any member of the Board of Aldermen.

RULES

The Infrastructure Committee may keep such minutes as appropriate and in accordance with the requirements of the open meetings and open records act and shall make their meetings accessible and available to the public. They shall report quarterly or more frequently as requested by the Board on any matter of importance and issues of interest to the Board for their consideration. The minutes of the meetings shall be provided to the Board of Aldermen at the occasion of the quarterly report.

MISSION AND PURPOSE:

The committee shall oversee the implementation of city policies that affect the public infrastructure, public facilities, transportation and city services. The committee shall make recommendations to the full Board of Aldermen for the current and future infrastructure needs

The City of Starkville Infrastructure Committee is formed to act as an oversight and advisory body to the Board of Aldermen for the purpose of:

- 1) Considering and recommending to the Board of Aldermen improvements to currently existing infrastructure to include but not limited to water and sewer lines, streets, wastewater treatment plants, drainage ditches, transportation, municipal structures, floodplain matters and infrastructure as it relates to annexation.
- 2) Consulting with appropriate department heads on issues related to their concerns for the safe, efficient and effective operation of their departments as it relates to long range plans for the infrastructure management.
- 3) Consulting with standing internal or external/citizen committees for the purpose of addressing infrastructure concerns relevant to such committee's areas of responsibility.
- 4) Meeting collectively with other committees as appropriate and necessary to coordinate City projects and issues
- 4) Making recommendations of the committee affairs to the Board of Aldermen for Board action on such recommendations.

MEETINGS:

The Infrastructure Committee shall meet at least once a month to act on any matters that are directed to it through the Board of Aldermen, through the request of the Mayor as the Executive of the City or at the specific request of a department head if approved by the Chairman of the committee. Any item that is directed into the committee shall be the subject of the quarterly update by the committee chair until it is concluded and finalized through board action.

13.

**A MOTION TO APPROVE ESTABLISHING THE BUDGET COMMITTEE
AS A STANDING COMMITTEE WITH THE MEMBERSHIP AND STRUCTURE
AS OUTLINED IN THE MISSION AND PURPOSE DOCUMENT AND APPOINTING
ALDERMAN ERIC PARKER, ALDERMAN ROY A'. PERKINS, AND
ALDERMAN SANDRA SISTRUNK TO SAID COMMITTEE**

There came for consideration the matter of establishing a Budget Committee and appointing members. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Roy A'. Perkins, the Board unanimously approve the motion to Establish a Budget Committee as a Standing Committee with the Membership and Structure as Outlined in the Mission and Purpose Document and Appointing Alderman Eric Parker, Alderman Roy A'. Perkins, and Alderman Sandra Sistrunk to said Committee.

04-20-10

Budget Committee

STRUCTURE

The composition of the Budget Committee shall be made up of three (3) members, as appointed by the Board of Aldermen. The Budget Committee shall designate a chairman who shall be responsible for reporting to the Board of Aldermen the activities and recommendations of the committee on matters of financial and budgetary significance. The membership of the committee shall include the appropriate ex-officio staff personnel, the Chief Administrative Officer, the City Clerk and the City Accountant. The remaining staff

personnel will be made available on an as needed basis for discussion and information related to departmental budgetary matters.

MEETINGS

The Budget Committee shall meet as often as necessary during the development of the annual budget. The committee shall meet monthly to review budget performance of City departments, develop an understanding of significant variances, and review any requests for budget amendments. Additionally, the committee shall meet as needed to act on any matters directed to it through the Board of Aldermen, through the request of the Mayor as the Executive of the City, or at the specific request of a department head if approved by the Chairman of the committee. Any item that is directed to the committee shall be presented along with the reports by the committee chair until it is concluded and finalized through board action.

TERM IN OFFICE

The City of Starkville deems this committee to be an internal, standing committee. The terms of office shall be for a period of four years with the effective dates of service to begin at the date of the appointment at the time of the first regularly scheduled board meeting in August of the year of the election at which the newly elected Aldermen are seated. Any changes to the make up of the committee during the term in office will be considered by the Board at the request of any member of the Board of Aldermen.

RULES

The Budget Committee shall keep minutes in accordance with the requirements of the open meetings and open records act and shall make their meetings accessible and available to the public. They shall report monthly to the Board any matter of importance and issues of interest to the Board for their consideration.

MISSION AND PURPOSE:

The City of Starkville Budget Committee is formed to act as an oversight and advisory body to the Board of Aldermen for the purpose of resource management and reporting.

The mission of the Budget Committee is to oversee the development and implementation of annual and long-range budgets which provide for and ensure the health, safety, and welfare of the City of Starkville. The committee shall make recommendations to the full Board of Aldermen for the annual and long-range budgets and any necessary budget amendments.

GOALS:

1. To link the annual budget process more closely to the city's planning process.
2. To present budget data in a transparent format that is widely accessible to City departments and residents. (This is in addition to presenting the budget in a format that is required by state statute.)
3. To provide accurate and timely reports to the Board of Alderman which compare departmental financial performance to budget.

14.

A MOTION TO APPROVE AN ORDINANCE

**TO REQUIRE PROTECTIVE SAFETY HELMETS FOR ALL
USERS OF BICYCLES AND ALTERNATIVE TRANSPORTATION
DEVICES A DEFINED IN THE ORDINANCE OPERATING ON
PUBLIC RIGHTS OF WAY, ROADWAYS AND PUBLIC BIKE PATHS
AND THE ASSOCIATED ADMINISTRATIVE FINE SCHEDULE RESOLUTION**

There came for consideration the matter of protective safety helmets for users of bicycles and alternative transportation devices. After discussion, and

upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Jeremiah Dumas to approve an Ordinance to require protective safety helmet for all users of bicycles and alternative transportation devices a defined in the ordinance operating on public rights of way, roadways, and public bike paths and the associated administrative fine schedule resolution; the Board voted as follow:

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

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

ORDINANCE 2010 - 06

**AN ORDINANCE CREATING THE REQUIREMENT FOR THE USE OF
PROTECTIVE SAFETY HELMET WHEN OPERATING OR RIDING AS A
PASSENGER ON BICYCLES OR ALTERNATIVE TRANSPORTATION DEVICES**

WHEREAS, The Board of Aldermen of the City of Starkville hereby finds and declares that disability and death resulting from injuries sustained in bicycling and related alternative transportation crashes are a serious threat to the public health, welfare, and safety of the people of the City of Starkville; and

WHEREAS, the prevention of such disability and death is a goal of the enactment of such an ordinance; and

WHEREAS, head injuries are the leading cause of disability and death from bicycling and alternative transportation crashes; and

WHEREAS, the risk of head injury from such crashes is significantly reduced for participants who wear proper protective helmets; and

WHEREAS, the risk of head injury or of any other injury to a passenger on a bicycle or alternative transportation vehicle operated by another person would

be significantly reduced if any such adult or child-passenger sat in a separate seat, such as a saddle seat on a tandem bicycle or a child passenger seat designed for a bicycle, or alternative transportation vehicle;

NOW, THEREFORE be it ordained that the following is enacted by the Board of Aldermen for the City of Starkville,

Section 1. Short Title.

This Ordinance shall be known as the "Safety Helmet Ordinance."

Section 2. Purpose.

The purpose of this Act is to reduce the incidence of disability and death resulting from injuries incurred in bicycling or alternative transportation device crashes by requiring that while riding on such devices on the public roads, public bicycle paths, public areas and other public rights-of-way in the City of Starkville, all such operators and passengers wear protective safety helmets approved by the US Consumer Product Safety Commission; that all passengers who weigh less than forty (40) lbs or are less than forty inches (40") in height be seated in separate child passenger seats; and that no person who is unable to maintain an erect, seated position or is less than one year of age shall be a passenger on a restraining seat and all other passengers shall be seated on saddle seats.

Section 3. Definitions.

As used in this Act, the following terms have the following meanings:

(a) "Alternative transportation" includes in-line skates, roller skates, Segways, skateboards, unicycles, motorcycles and ATVs

(b) "Bicycle" means a human-powered vehicle designed to transport, by the action of pedaling, one or more persons seated on one or more saddle seats on its frame. Such term also includes a human-powered vehicle designed to transport by pedaling which has two or more wheels where the vehicle is used on a public roadway, public bicycle path, public area or other public right-of-way.

(c) "Child Passenger seat" means a seat, separate from that of the operator of a bicycle or alternative transportation, that is fastened securely to the frame of the means of transport and is adequately equipped to protect such passenger from the moving parts of the equipment.

(d) "In-line skates and roller skates" means every device which is attached to the rider much like a pair of shoes or boots and which has two or more wheels attached inline or next to each other

(e) "Operator" means a person who travels on a bicycle or alternative transportation standing or seated on a saddle seat from which that person is intended to and can pedal and control the device.

(f) "Other public right-of-way" means any right-of-way other than a public roadway, public area or public bicycle path that is under the jurisdiction and control of the City of Starkville and is designed for use and used by vehicular and/or pedestrian traffic.

(g) "Passenger" means any person who travels on a bicycle or alternative transportation in any manner except as an operator.

(h) "Protective safety helmet" means a piece of headgear which meets or exceeds the impact standards for protective safety helmets set by:

(i) the U.S. Consumer Product Safety Commission for headgear purchased on or after

March 10, 1999, or

(ii) the American National Standards Institute (ANSI), the American Society of Testing

and Materials (ASTM), or the Snell Memorial Foundation for headgear purchased before

March 10, 1999.

(i) "Public Area" includes public roadways, paths, parks, trails, bicycle lanes or any right-of-way publicly owned facility or publicly owned property within the City of Starkville.

(j) "Public roadway" means a right-of-way under the jurisdiction and control of the City of Starkville for use primarily by motor vehicles.

(k) "Public bicycle path" means a right-of-way under the jurisdiction and control of the City of Starkville for use primarily by bicycles and pedestrians.

(l) "Skateboard" means every device with a platform having two or more sets of wheels beneath it, which the rider balances on top of, and which is propelled solely by human power.

(m) "Unicycle" means every device with a frame mounted over a single wheel propelled by pedals.

Section 4. Requirements for Helmet and Restraining Seat Use.

With regard to any bicycle or alternative transportation used on a public roadway, public bicycle path, or other public right-of-way or area:

(a) It shall be unlawful for any person to operate or be a passenger on a bicycle or alternative transportation device unless at all times when the person is so engaged he or she wears a protective safety helmet of good fit fastened securely upon the head with the straps of the helmet.

(b) It shall be unlawful for any person to be a passenger on a bicycle or alternative transportation device unless all of the following conditions are met:

(i) the person is able to maintain an erect, seated position on the device and is at least one year of age;

(ii) except as provided in paragraph (iii), the person is properly seated alone on a saddle seat (as on a tandem bicycle); and

(iii) with respect to any person who weighs fewer than forty (40) pounds, or is less than forty inches (40") in height, the person can be and is properly seated in and adequately secured to a child passenger seat.

(c) It shall be unlawful for any parent or legal guardian of a person below the age of sixteen (16) to permit such person to operate or be a passenger on a bicycle or alternative transportation device in violation of subsection (a) or (b) of this section.

(d) It shall be unlawful to rent or lease any bicycle or alternative transportation device to or for the use of any person unless:

- (i) the person is in possession of a protective safety helmet of good fit at the time of such rental or lease; or
- (ii) the rental or lease includes a protective safety helmet of good fit, and the person intends to wear the helmet, as required by subsection (a), at all times while operating or being a passenger on the bicycle or alternative transportation device.

Section 5. Civil Penalties.

(a) Violation of this ordinance shall be subject to the jurisdiction of the Administrative Hearing Officer of the City of Starkville. Violation of the ordinance shall result in a civil penalty as imposed by the Administrative Hearing Officer in accordance with the most current schedule to be published and maintained by the Code Compliance division of the Building, Codes and Planning Department and approved by the Board of Aldermen.

(b) Upon the issuance of a citation to an offender and where necessary a positive identification of the parent or legal guardian of any child, except as provided in subsection (b) below, any parent or guardian violating the requirement set forth in Section 4(c) shall be guilty of an administrative violation and upon conviction sentenced to pay an administrative fine of \$15, inclusive of all penalty assessments and court costs for the first violation, or shall have the opportunity to purchase an approved helmet as described in the ordinance above. Proof of such purchase shall be presented at the time of the hearing.

(c) Upon the finding of a third conviction and the passage of six months from the date of passage, the full fine schedule and administrative costs as published shall be applied in accordance with the findings of the Administrative Hearing Officer.

Section 6. Enforcement.

There shall be a six month period after the date of passage of the ordinance in which there will be issued two warning citations prior to the requirement for an administrative hearing process per *Section 5* of this ordinance. A warning citation and when applicable, a regular citation may be written by any uniformed police officer or the uniformed code enforcement officer as authorized agents for the City of Starkville.

Section 7. Effective Date.

This Act shall be effective thirty (30) days from the date of enactment.

NOW THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Starkville Mississippi, that this ordinance be adopted to preserve the general public health, safety, and welfare of the people of the City of Starkville Mississippi as stated above

UPON MOTION of Alderman _____, duly seconded by Alderman _____.

the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

Ben Carver	voted:	___
Sandra Sistrunk,	voted:	___
Eric Parker	voted:	___
Richard Corey	voted:	___
Jeremiah Dumas	voted:	___
Roy A'. Perkins	voted:	___
Henry Vaughn, Sr.	voted:	___

ORDAINED AND ADOPTED, this the __ day of __, A.D., **2010** at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

/s/
 PARKER Y. WISEMAN, Mayor
 City of Starkville, Mississippi

/s/
 MARKEETA OUTLAW, City Clerk
 City of Starkville, Mississippi

15.

A MOTION TO APPROVE THE REPEAL AND REPLACEMENT OF THE STORM WATER ORDINANCE 2006-07 AND THE AMENDMENT OF THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 54, ENVIRONMENT: ARTICLE VI - STORM WATER CONTROL; AS PRESENTED WITH CORRECTIONS TO PAGE 9, ITEM 2-A-viii. (end the sentence after "100-year storm.")

There came for consideration the matter of repealing and replacing the City's Storm Water Ordinance #2006-07, and amending the City's Code of Ordinance Chapter 54, Environment, Article VI. Storm Water Control. After discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Sandra Sistrunk, to approve the repeal and replacement of the Storm Water Ordinance 2006-07 and the amendment of the City of Starkville Code of Ordinances Chapter 54, Environment, Article VI, Storm Water Control, as presented with corrections to page 9, item 2-a-viii, to end the sentence after "100-year storm." The Board voted unanimously in favor of the motion.

ORDINANCE NUMBER - 2010- 07 ___

AN ORDINANCE ESTABLISHING STORMWATER CONTROL IN THE CITY OF STARKVILLE

WHEREAS, there is a need to diminish threats to public health and safety caused by the runoff of excessive storm water; and

WHEREAS, the Mayor and Board of Aldermen wish to reduce the economic losses to individuals and the community at large caused by excessive runoff of storm water; and

WHEREAS, the Mayor and Board of Aldermen believe that it is in the best interest of the City of Starkville and to promote the health, safety and welfare of its citizens and to protect, conserve and promote the orderly development of land and water resources to amend the ordinance establishing Storm Water Control;

NOW THEREFORE, BE IT ORDAINED, by the Mayor and the Board of Aldermen of the City of Starkville:

A. PURPOSE – STORM WATER MANAGEMENT ORDINANCE

The purpose of this ordinance is to diminish threats to public health and safety caused by the runoff of excessive storm water; reduce economic losses to individuals and the community at large; and protect, conserve and promote the orderly development of land and water resources.

The provisions of this ordinance further regulate, guide and control:

1. The subdivision layout, redevelopment and improvement of lands located within the City of Starkville.
2. The construction of buildings and drainage of the sites on which structures are located, including parking and other paved areas.
3. The design, construction and maintenance of storm water drainage facilities and systems.

B. DEFINITIONS

CFS – Cubic Feet per Second

Design Year Storm – The Design Year Storm is a statistical definition of the percent chance that a storm has of occurring in any given year. That year should not be considered as an actual number of years between occurrences. For example, the “100-year flood” is not the flood that will occur once every 100 years. Rather, it is the flood elevation that has a 1-percent chance or greater of being equaled or exceeded each year. Thus, the 100-year flood could occur more than once in a relatively short period of time. The 100-year flood, which is the standard used by most Federal and State agencies, is used by the National Flood Insurance Program as the standard for floodplain management and to determine the need for flood insurance.

FEMA - Federal Emergency Management Agency

Impervious Surface Area – Impervious surface area means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into soil. Impervious surfaces are defined as those having a runoff coefficient greater than 0.5 and include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface.

Land disturbance/Land disturbing activities – Any activity involving the clearing, cutting, excavating, filling, or grading of land or any other activity that alters land topography or vegetative cover.

MDOT – Mississippi Department of Transportation

New development – New development is defined as land disturbing activities, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

NRCS – Natural Resource Conservation Service is the Federal Agency that works in partnership with private landowners to conserve and sustain natural resources on private lands. It was previously known as the Soil Conservation Service (SCS).

Post-development – Post-development refers to the time period, or the conditions that may reasonably be expected or anticipated to exist based on the proposed project, after completion of the land development activity on a site.

Pre-development - Pre-development refers to the time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development

of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Redevelopment - Redevelopment is defined as structural development (construction, installation or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surface not part of routine maintenance, and land disturbing activities associated with structural or impervious development. Redevelopment does not include such activities as exterior remodeling.

SCS – Soil Conservation Service is the original organization developed in 1935 by the Federal Government to work to conserve and sustain natural resources on private land through education and partnership and it is now known as the Natural Resource Conservation Service (NRCS).

Stormwater Management Facilities – Devices, construction methods, fixtures, that are designed to diminish threats to public health and safety caused by the runoff of excessive storm water; reduce economic losses to individuals and the community at large; and protect, conserve and promote the orderly development of land and water resources, i.e. retention and detention ponds, rain barrels, swales, etc.

100-Year/24 hour storm – see MDOT frequency/duration curve.

10-Year / 24 hour Storm – see MDOT frequency/duration curve.

5-Year / 24 hour Storm – see MDOT frequency/duration curve.

2-Year / 24 hour Storm – see MDOT frequency/duration curve.

100-Year Floodplain – The 100-Year floodplain shall be determined to be that area which is inundated by water during the 100-year / 24-hour rainfall event.

NRCS (or SCS) TR-55 – United States Department of Agriculture, Natural Resources Conservation Service, Engineering Division, Technical Release 55, dated June 1986, *Urban Hydrology for Small Watersheds*.

TABLE 1: Runoff Coefficient Values – Rational Method			
Runoff Coefficients indicated in Column 2 should only be used for conceptual planning and watershed planning. For individual sites and developments, a weighted runoff coefficient should be calculated using the values in column 4. Design professional may submit calculations and performance testing reports to justify runoff coefficients for surfaces not listed.			
Land Use	C	Land Use	C
Business: Downtown areas	0.95	Lawns: Sandy soil, flat, 2% Sandy soil, average, 2 - 7% Sandy soil, steep, > 7% Clay soil, flat, 2% Clay soil, average, 2 - 7% Clay soil, steep, > 7%	0.10 0.15 0.20 0.17 0.22 0.35
Residential Zoning: R-1 R-2A R-3, R-3A, R-4, R-4A R-5, R-6	0.50 0.60 0.70 0.70	Graded or no plant cover Sandy soil, flat, 0 - 5% Sandy soil, flat, 5 - 10% Clayey soil, flat, 0 - 5% Clayey soil, average, 5 - 10%	0.30 0.40 0.50 0.60
Industrial: Light areas Heavy areas	0.70 0.80	Streets: Asphalt and Concrete Brick	0.95 0.85

Parks, Cemeteries	0.25	Drives, Walks, and Roofs	0.95
Playgrounds	0.35	Gravel Areas	0.50

Table 2: Runoff Curve Numbers¹			
Cover description			Curve Number
<i>Cover type and hydrologic condition</i>	<i>Average percent impervious area²</i>		
Cultivated land: without conservation treatment			88
with conservation treatment			78
Pasture or range land: poor condition			86
good condition			74
Wood or forest land: thin stand, poor cover			77
good cover			70
Open space (lawns, parks, golf courses, cemeteries, etc.)³			
Poor condition (grass cover <50%)			86
Fair condition (grass cover 50% to 75%)			79
Good condition (grass cover > 75%)			74
Impervious areas:			
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)			98
Streets and roads:			
Paved; curbs and storm drains (excluding right-of-way)			98
Paved; open ditches (including right-of-way)			92
Gravel (including right-of-way)			89
Dirt (including right-of-way)			87
Urban districts:			
Commercial and business	85%		94
Industrial	72%		91
Residential districts by average lot size:			
1/8 acre or less (town houses)	65%		90
1/4 acre	38%		83
1/3 acre	30%		81
1/2 acre	25%		80
1 acre	20%		79
2 acres	12%		77
Developing urban areas and Newly graded areas (pervious areas only, no vegetation)			91

1 Average runoff condition, and $I_a = 0.2S$

2 The average percent impervious area shown was used to develop the composite curve numbers (CNs). Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. If the impervious area is not connected, the SCS method has an adjustment to reduce the effect.

3 CNs shown are equivalent to those of pasture. Composite CNs may be computed for other combinations of open space cover type.

C.GENERAL CRITERIA AND STANDARDS

1. Applicability

This ordinance shall be applicable within the City of Starkville's jurisdictional area and shall apply to:

- i. New development or redevelopment that is 2 acres or greater;
- ii. New development or redevelopment that is at least 1 acre, but less than 2 acres and having 50 percent or greater impervious surface; and
- iii. Land development activities that are smaller than the minimum applicability criteria established in C(1)(i.-ii.) above, if such activities are part of a larger common plat (plan of development), even though multiple separate and distinct land development activities may take place at different times on different schedules (such as a phased residential subdivision).

The following development activities are exempted from this article:

- i. Individual single family residential lots. Provided, however, that single family lots that are part of a new subdivision or phased development project are not exempt from this article.);
- ii. Additions or modifications to existing single family structures;
- iii. Developments or redevelopments that are less than an acre, provided they are not part of a larger common development plan;
- iv. Any logging and agricultural activity.
- v. Land disturbing activities conducted for the purpose of restoration of streams, stream banks, riparian zones, or other environmentally protected areas;
- vi. Repairs and/or construction deemed emergency in nature; and
- vii. Repairs to any stormwater management facility deemed necessary by the city engineer.

2. Mitigation of Excess Stormwater Runoff

The increased stormwater runoff resulting from the proposed development meeting the minimum applicability criteria of section C.1. shall be mitigated by proper stormwater management facilities;

~~3.4.~~ *Storage Capacity*

Stormwater Management facilities shall be designed with sufficient capacity to accommodate all runoff caused by the development in excess of that runoff which would occur from the site if left in its pre-development state. This storage shall be sufficient to store all excess flows for the 2 year and 10 year storms of 24-hour duration. The stormwater management facilities shall be designed so that the peak flow rate at any exit point in the post-developed condition shall be less than or equal to the peak flow rate for that exit point in the pre-developed condition for the 2- and 10-year storms.

4. Stormwater Management Facilities in Floodplains

If stormwater storage is provided within any floodplain, no facility or storage volume may be provided below the 100-year base flood elevation (BFE) established for that floodplain. If not established, a study prepared by a design professional registered or licensed in the state of Mississippi utilizing standard engineering practices approved by FEMA may be submitted to determine the base flood elevation.

5. Stormwater Bypass

Drainage systems shall have adequate capacity to bypass, through the development, the existing flow from all upstream areas. Bypass conveyance should be designed to accommodate the 100-year flow rates. Bypass flow should not be conveyed through stormwater management facilities.

6. Drainage Maintenance

It shall be unlawful to dump trash, debris, landscape waste and other deleterious materials in any and all drainage ways in the City.

D. IMPROVEMENT REGULATION

1. Required Information

The following information and data prepared and certified by a registered landscape architect or a professional engineer licensed in the State of Mississippi that shall be furnished with the plans of each proposed development.

a) Contour Map: : A topographic map with two (2) foot minimum interval contours, meeting National Map Accuracy Standards, of the land to be developed and such adjoining land whose topography may affect the layout or drainage of the developed. On such a map, the following shall be shown:

- i. The banks and centerline of streams and channels;
- ii. The normal shoreline of lakes, ponds and retention/detention basins, and lines of in-flow and outflow;
- iii. The locations, size and slope of stormwater conduits and drainage swales;
- iv. Storm, sanitary and combined sewers and outfalls of record;
- v. Delineation of upstream and downstream drainage features, watersheds, and existing flow calculations (including area, runoff coefficient, and time of concentration) which might be affected by the development;
- vi. Base flood (100-year) elevation (BFE) and floodways for the property, established pursuant to the City of Starkville Flood Plain Ordinance.
- vii. Environmental features including the limits of wetland areas and any designated natural areas.

b) Pre-Development Conditions Calculations – Calculations shall be provided which show the pre-development rate of runoff for the 2- and 10-year storms. These calculations shall use either the rational or the SCS/NRCS curve number method. Recommended runoff coefficient values are at Table 1 (rational method) and Table 2 (SCS method). Other runoff coefficients may be used if the design professional provides supporting calculations.

c) Post-Development Calculations (without mitigation) – Calculations shall be provided which show the post-development rate of runoff for the 2- and 10-year storms. These calculations shall use the same methodology that was used to calculate the existing peak flow rates.

d). Drainage Plan: a comprehensive drainage plan shall be designed to safely and completely accommodate existing stormwater runoff, handle the proposed stormwater runoff and to manage increased stormwater runoff. This plan shall provide and be accompanied by maps and/or other descriptive aerial showing the following:

- i. The extent of area of each sub-basin in the development;
- ii. The storm sewers and other storm drains to be built, the basis of their design, the outfall and outlet locations and elevations, receiving stream or channel and its high water elevation, and the functioning of the drains during high water conditions;
- iii. Existing streams and floodplains to be maintained and new channels to be constructed including their locations, cross-sections and profiles;
- iv. Proposed culverts and bridges to be built including their materials, elevations, waterway opening and basis of design;
- v. Existing stormwater management facilities to be maintained, enlarged or altered and new facilities to be built including their design;
- vi. The estimated location and percentage of impervious surfaces existing and expected to be constructed when the development is completed;
- vii. The slope, type, size, and 25-year storm peak flow and velocity of storm sewers, and other waterways;
- viii. Any proposed environmental enhancement or mitigation features;
- ix. Stormwater management facilities to be built including a plot or tabulation of storage volumes with corresponding water surface elevation and of the basin outflow rates for those water surface elevations;

- x. For all stormwater management facilities, design hydrographs of inflow and outflow for the 2- and 10- year peak flows from the site under pre- and post-development conditions;
- xi. The formula for determining the storage for a stormwater management facility basin is: The storage capacity of the proposed detention basin shall be computed in cubic feet (in conjunction with its proposed spillway if applicable) so that the Q-2 and Q-10 post-development runoff in cfs shall be reduced to no more than the Q-2 and Q-10 pre-development runoff in cfs.
- xii. Time of concentration path including length, slope and type (overland, channel, closed conduit) of flow. Calculation method for time of concentration shall be performed in accordance with the Mississippi Department of Transportation current roadway design manual.
- xiii. The existing and proposed runoff coefficient (rational method) or curve number (SCS method) for type of surface within each sub-basin;

2. *Stormwater management facilities:* Acceptable stormwater management facilities may be designed by reference to such creative methods as are provided in the Georgia Stormwater Management Manual (latest version) or reference manuals or texts utilizing the most current methods of design and construction or in accordance with the detention basins and retention basins described below. Utilization of such optional methods will in no way alter the intent and spirit of the requirements for stormwater management and will continue to be subject to the calculations necessary to meet the intent of the ordinance.

a) Detention Basins: Detention basins shall be constructed to temporarily detain the stormwater runoff in excess of the volumes of runoff occurring on the site before development and will conform to the following standards:

i. *Storage Volumes*

The volume of storage provided in these basins, together with such storage as may be authorized in other detention facilities, shall be sufficient to control the excess runoff from the 2- and 10year storm of any duration;

ii. *Maximum Depth*

The maximum planned depth of stormwater shall not exceed four feet unless approved by the City Engineer. When approved, ponds greater than 4 feet deep require a safety bench that is at least 5 feet wide and with a 5% slope.

iii. *Approach Slopes*

The approach slopes of the basin shall conform as closely as possible to natural land contours.

Re-grading is preferable if necessary to keep the slopes under 3:1. Erosion control measures shall be provided as well as devices or measures to insure public safety.

iv. *Outlet Control Structures*

Outlet control structures shall be designed as simply as possible and shall operate automatically. They will be designed to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities, and not in excess of flows which would have occurred with the land in its pre-development condition. If necessary, velocity dissipation measures shall be employed to ensure that the discharge does not increase downstream erosion. Such structures should be either a weir or a perforated riser with gravel type structures.

v. *Spillway*

Emergency overflow facilities that will accommodate the 100-year storm shall be provided.

vi. *Appearance*

Detention facilities shall, where possible, use natural topography and natural vegetation. In lieu thereof, these facilities shall have planted trees and vegetation such as shrubs and permanent ground cover on their borders. The purpose of said plantings will be for screening and absorption therefore both elements should be considered in the design phase.

vii. *Fencing*

Fencing of detention basins is not permitted unless written justification is submitted to and approved by the City Engineer. The preferred method is to manage the contours of the pond through the inclusion of a safety bench to eliminate drop-offs and reduce the potential for accidental drowning. In addition, the safety bench may be landscaped to deter access to the pool.

viii. *Freeboard.*

There shall be a freeboard of at least 12 inches from the maximum detention elevation to the top of levee and the spillway structure should be capable of passing the 100-year Storm.

b) Retention Basins: Basins designed with permanent pools shall conform to the standards for detention basins as specified, unless modified or amended as follows:

i. Minimum Depths

The minimum normal depth of water before the introduction of excess stormwater shall be 3 feet.

ii. Facilities for Emptying

For emergency purposes, cleaning or shoreline maintenance, facilities shall be provided or plans prepared for the use of auxiliary equipment to permit emptying and drainage.

iii. Pollution Abatement

Aeration facilities may be required, dependent on the quality of the influent and detention time.

iv. Side Slopes

The side slopes shall be of non-erosive material with a slope of 3:1 or flatter. The ledge shall be four to six feet wide, three feet below normal water depth and sloping gently toward the shore to prevent people or objects from sliding into deep water. There shall be a freeboard of 12 inches above the high water elevation on all retention basins. Alternate designs for slide slopes may be considered under special circumstances where good engineering practice is demonstrated. Sediment Storage Adequate area for sediment storage shall be provided in all retention basins.

c) Maintenance of Facilities: All improvements, including landscaping, shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the improvements. In the case of shared stormwater management facilities, the improvements shall be owned and/or maintained by the Property Owner's Association of the development A special note to this effect shall appear on any final plat of subdivision or any plat of condominium and their declarations. The Property Owner's Association shall be formed by the Developer in perpetuity for the maintenance of the improvements. Membership shall be mandatory for all property owners. Articles of agreement of the Property Owner's Association must be approved by the Board of Aldermen of the City of Starkville before recording. When problems arise due to inadequate maintenance, the City Engineer or his designated agent of the City of Starkville may inspect the improvements and compel the correction of the problem by written notice and issue a written notice of violation to the owner of the property. If a abatement of the violation and/or restoration of affected property is required, the notice shall set forth a deadline of 90 days within which such remediation or restoration must be completed. In accordance with the authority of the municipality granted by Mississippi Code of 1972 § 21-17-5, said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

d) Inspection of Facilities: The City Engineer or his designated agent shall inspect all drainage facilities while under construction. Upon completion of a project or a phase of a phased project, the registered landscape architect or the licensed professional engineer is responsible for submitting a signed/stamped certification that the completed project is in accordance with the approved stormwater management plan. All applicants are required to submit actual "as built" plans for any stormwater management facilities or practices after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and practices and must be certified by a design professional registered and/or licensed in the State of Mississippi. A final inspection by the city engineer or his designated representative is required before the release of any performance securities can occur. When facilities are not constructed according to the approved plans, the City of Starkville has the explicit authority to compel compliance and have any situations corrected which are not according to the approved plans. All drainage facilities located on private property shall be accessible at all times for inspection by the City Engineer or other responsible public official.

E. MISCELLANEOUS

1. *Penalties for Violation* – Any responsible party found to be in violation of any of the terms and provisions of this ordinance shall be notified in writing of the violation. If abatement of the violation and/or restoration of affected property is required, the notice shall set forth a deadline of 90 days within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof and a civil penalty of not more than \$500.00 per day of continuing violation shall be charged to the violator.

2. *Validity* – If any term or provision of this Ordinance shall be held to be unconstitutional or otherwise unenforceable, the remainder thereof shall not be affected thereby and shall remain in full force and effect.
3. *Conflict* – All ordinances heretofore adopted on the subject which are in conflict herewith are hereby repealed and the application of this ordinance as will not be contrary to the public interest.
4. *Variance* - No variance from the strict application of any provision shall be granted unless it is found that:
 - a. Literal interpretation of the provision of this ordinance would deprive the owner of reasonable use of their land; and
 - b. Granting the variance would be in harmony with the general purpose and intent of this ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

F. STORMWATER HEARING BOARD AND APPEALS

There is hereby created a Stormwater Hearing Board (SHB) consisting of three (3) members who shall hear and decide all variance requests for stormwater related matters. A formal written application for a variance shall be filed with the City Engineer for submittal to the SHB.

1. Waivers to Stormwater Management Requirements

The Stormwater Hearing Board (SHB) shall sit in a quasi-judicial capacity to hear and decide all variance requests from the requirements of this article. A formal written application for a variance shall be filed with the City Engineer for submittal to the Stormwater Hearing Board.

(a) The following procedures shall apply to all applications for a variance:

- (1) The application for variance shall state the specific variances sought and the reasons for the variance.
- (2) It shall be the applicant's responsibility to provide sufficient justification for granting the variance.
- (3) The City Engineer shall prepare an evaluation statement concerning each application for variance. The evaluation shall consider the circumstances and supporting documents supplied by the applicant and other generally available technical information pertaining to the variance request. The evaluation statement may include recommendations by the City Engineer concerning the variance to the SHB.
- (4) In passing upon such applications, the SHB shall consider all technical evaluation and relevant factors presented by the applicant and city staff through the governing statutes and the standards specified in other sections of this article.
- (5) After hearing and upon consideration of the application, evidence and applicable law, the SHB may attach such conditions to the granting of variances as it deems necessary to further the purpose of this article.

(b) If a variance is granted, it shall be granted upon findings by the SHB that the following standards have been met:

- (1) That failure to grant the variance could result in exceptional hardship to the applicant; and
- (2) That granting the variance will not result in increased stormwater runoff greater than 10%, increased flood elevations, additional threats to public safety, extraordinary public expense, or create nuisances, cause fraud on or victimization of the public;
- (3) That the necessity for a variance is not the result of conditions on the property which have been self-imposed by the applicant; and
- (4) That the variance is the minimum necessary, considering the adverse impacts of stormwater runoff.

(c) If a variance is not granted, the decision may be appealed to the Board of Aldermen for the City of Starkville. Said appeal shall be filed in writing by the aggrieved party within ten (10) working days of the denial by the Stormwater Hearing Board and shall be filed with the City Engineer. The appeal shall be heard at the next regularly scheduled Board of Aldermen meeting following the receipt of the notice of the appeal.

REPEALING CLAUSE

Ordinance 2006-7 is hereby repealed and replaced with Ordinance 2010- 07.

G. SEVERABILITY

If any provision of this Ordinance is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such findings shall not effect the other provisions hereof, which shall remain in full force and effect.

H. EFFECTIVE DATE

This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 20th day of May 2010.

UPON MOTION of Alderman _____, duly seconded by Alderman _____ the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

Ben Carver	Voted: _____
Sandra Sistrunk	Voted: _____
Eric Parker	Voted: _____
Richard Corey	Voted: _____
Jeremiah Dumas	Voted: _____
Roy A'. Perkins	Voted: _____
Henry Vaughn	Voted: _____

ORDAINED AND ADOPTED, this the _____ day of _____, A.D., _____ at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

/s/

PARKER Y. WISEMAN, Mayor
City of Starkville, Mississippi

/s/

MARKEETA OUTLAW, Clerk
City of Starkville, Mississippi

(SEAL)

16.

A MOTION TO APPROVE ADVERTISING FOR LETTERS OF INTEREST TO FILL THE VACANT POSITION ON THE STARKVILLE SCHOOL BOARD AND THAT SAID ADVERTISEMENTS APPEAR AT LEAST TWICE IN THE STARKVILLE DAILY NEWS AND THE STARKVILLE DISPATCH WITH A DEADLINE OF 12 NOON FRIDAY, APRIL 30, 2010 AND THAT THE BOARD INTERVIEW ANY SAID APPLICANTS AT THE FIRST BOARD MEETING ON MAY 4, 2010, AND THAT THE LETTERS OF INTEREST BE TURNED IN SOLELY TO MS. LYNN SPRUILL AND THAT MS. SPRUILL BE RESPONSIBLE FOR CONTACTING ANY APPLICANTS TO APPEAR BEFORE THE BOARD FOR THE MEETING ON MAY 4, 2010.

There came for consideration the matter of filling a vacant position on the Starkville School Board. After discussion, and

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey to approve advertising for Letters of Interest to fill the vacant position on the Starkville School Board, and that said advertisements appear at least twice in the Starkville Daily News and

the Starkville Dispatch with a deadline of 12 noon, Friday, April 30, 2010, and that the Board interview any said applicants at the first Board Meeting in May, on May 4, 2010, and that the Letters of Interest be turned in solely to Ms. Lynn Spruill, and that Ms. Spruill be responsible for contacting any applicants to appear before the Board for the meeting on May 4, 2010. The Board voted as follow:

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

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

NOTE:

DISCUSSION OF CITIZEN CONCERNS PRESENTED AT THE PAT STATION ROADWAY PROJECT PUBLIC MEETING OF APRIL 19, 2010

The Mayor reiterated request by homeowners for a response to questions regarding the process leading up to the Pat Station Road Project's redesign.

City Attorney Chris Latimer provided a time line of events for the Pat Station Roadway Project, to explain the city's compliance with Public Notice regarding this project.

Next, The City Attorney summarized and addressed 4 areas of concern presented by the residents of Pressley Drive and Trotter Lane that relate to Flooding. He explained that based on the City Engineers expertise and advice. Flooding will not be an issue, the road will not be in a flood barrier, it will not unnaturally divert flood waters, it will not create flooding to other lands, the road is not in a floodway, manmade lakes cannot create a "wetland", and the area does not violate the state's antiquity's law.

Another area of concern was the need for the water main to cross the road. The residents of Pressley Place and Trotter Lane made know their wishes to have the water main run exclusively to the north side of the road. In clarifying the necessity to run the water main from the north side of the road to the south side of the road, it was determined that executive session would be necessary for a thorough discussion.

17.

**A MOTION TO ENTER INTO A CLOSED SESSION
TO DETERMINE IF THERE IS PROPER CAUSE FOR
EXECUTIVE SESSION**

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

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to enter into a Closed Session to determine if items to be discussed are proper cause for Executive Session, the Board unanimously voted in favor of the motion.

18.

**A MOTION DECLARING DISCUSSION REGARDING
PENDING LITIGATION
AS PROPER CAUSE FOR EXECUTIVE SESSION**

There came for consideration the matter to determine the discussion regarding Pending Litigation is proper cause for Executive Session. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, that deliberations and findings concerning the discussion of Pending Litigation regarding the Pat Station Roadway Project is proper for Executive Session, the Board unanimously voted in favor of the motion.

19.

**A MOTION TO EXIT CLOSED SESSION AND
ENTER INTO EXECUTIVE SESSION FOR THE
DISCUSSION OF PENDING LITIGATION**

There came for consideration the matter of entering Executive Session to discuss Pending Litigation. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, that the Board exit Closed Session and enter into an Executive Session to discuss the subject named, the Board unanimously voted their approval.

20.

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

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to exit Executive Session and return to Open Session, the Board unanimously voted their approval.

21.

**A MOTION TO APPROVE THE LOWEST AND BEST BID (BASE BID
WITH ALTERNATE-A) SUBMITTED BY ELLIS CONSTRUCTION CO.
FOR THE PAT STATION ROADWAY PROJECT, AND AUTHORIZATION
TO ENTER INTO A CONTRACTUAL AGREEMENT WITH
SAID CONTRACTOR TO PROVIDE THE NECESSARY
WORK TO COMPLETE THE PROJECT.**

There came for consideration the matter of accepting the low bid for the Pat Station Roadway Project, and authorizing the Mayor to execute the contract with the prevailing low bidder. After discussion, and

Upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas to approve the lowest and best bid submitted by Ellis Construction Company for the Pat Station Roadway Project, and to authorize the Mayor to enter into a contractual agreement with said contractor on behalf of the City of Starkville in the amount of \$977,381.46 as recommended by the City Engineer Mr. Edward Kemp, the Board voted as follow:

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

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

22.

**A MOTION TO APPROVE THE FORMATION OF
A CITY OF STARKVILLE TREE ADVISORY BOARD AND
AUTHORIZATION TO APPOINT MEMBERS TO
THE TREE ADVISORY BOARD**

There came for consideration the matter of creating a Tree Advisory Board and approving a list of appointments. Tree advisory board will be composed of area tree experts that will advise the city as need on a voluntary basis. Duties will include assisting city employees on landscape and horticulture practices; developing plant lists; assisting in grant writing; coordinating events and opportunities with the Mississippi Urban Forest Council (MUFC); and promoting the overall tree health and urban forestry for the City of Starkville. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to approve the formation of a City of Starkville Tree Advisory Board and authorization to appoint members as provided to the Tree Advisory Board,

TREE ADVISORY BOARD SLOT	TREE ADVISORY BOARD MEMBER
ISA(International Society of Arboriculture) Certified Arborist	Pam Collins
GIS(Geographic Information System) Specialist	Wayne Wilkerson
Landscape Architect	Brian Templeton
Master Gardner/Garden Club	TBA
MUFC(Mississippi Urban Forest Council) Representative	Stephen C. Grado
Plant Ecology	Robert Brzuszek

Tree and Landscape Ordinance Specialist	Chris Campany
Horticulture Expert	Richard Harkess
Wildlife Ecology Expert	TBA

Before the Mayor called for the vote on the motion pending, further discussion developed and

upon the motion of **Alderman Eric Parker**, duly seconded by Alderman Sandra Sistrunk to postponed consideration of the pending motion, approving the formation of a City of Starkville Tree Advisory Board and authorization to appoint members as provided, until the May 4, 2010 meeting of the Mayor and Board of Aldermen, the Board unanimously voted its approval of the motion to postpone.

23.

**A MOTION TO UPHOLD THE PLANNING AND
ZONING RECOMMENDATION OF DENIAL
OF A ZONING CHANGE REQUEST BY CARLOS WHITE
FROM R-1 (SINGLE FAMILY) AND R-3 (MULTI-FAMILY)
TO C-1 (NEIGHBORHOOD COMMERCIAL)
LOCATED AT THE SOUTHWESTERN CORNER OF
HOSPITAL ROAD AND HIWASSEE DRIVE**

There came for consideration the matter of a zoning change for the area located at the southwestern corner of Hospital Road and Hiwassee Drive. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to approve the recommendation of the Planning and Zoning Commission to deny the zoning change for the area located at the southwestern corner of Hospital Road and Hiwassee Drive from R-1 (single family) and R-3 (multi-family) to C-1 (neighborhood commercial), the Board voted as follow:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Nay</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>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 A FINAL PLAT FP08-08
OF THE HIGHWAY 12 EXTENSION, PHASE I DATED
APRIL 6, 2010, CONDITIONED UPON THE FULFILLMENT OF
12 RECOMMENDATIONS AND 17 SUB-RECOMMENDATIONS**

AS PROPOSED BY CITY STAFF

There came for consideration the matter of a Final Plat for the Highway 12 Extension, Phase I. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to approve a Final Plat #FP08-08, Highway 12 Extension, Phase I, dated April 6, 2010, conditioned upon the fulfillment of the 12 recommendations and 17 sub-recommendations as proposed by City Staff, the Board voted unanimously in favor of the motion.

STAFF RECOMMENDATIONS

1. The final plat shall meet 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 final plat shall meet the minimum requirements for C-2 zoning dimensions.
3. All public utilities are currently in place.
4. Erosion control vegetation shall be established on all disturbed areas.
5. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
6. A guarantee in the amount of 150% of the current cost of all remaining improvements is required to be posted prior to Board approval of the final plat, if applicable.
7. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
8. The applicant shall execute the standard agreement (“developer contract”) for the financial guarantee of the completion of the final requirements for acceptance of the streets and utilities and the Board of Aldermen shall authorize the Mayor to execute same.
9. The following revisions shall be made to the phase one final plat:
 - A. The signatories on page 1 shall be revised to include other property owners and/or lien holders.
 - B. The drainage easement description on page 2 shall be revised to reflect twenty feet of width.
 - C. The lot numbers and acreages of the lots identified as “future” shall be removed from page 2.
 - D. All water and sewer lines, as well as fire hydrant locations, shall be removed from the graphic on page 2; only the easements shall be shown on the face of the plat.
 - E. Provide and label the width of the utility easement along the southern edge of “Gillis Drive” on page 2.
 - F. Provide additional ten-foot electrical easement along entire length of sewer easement along easternmost property boundary of “future lot 3.”
10. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
11. The following revisions shall be made to the “as-built” drawings provided by the applicant:
 - A. The “proposed” ten-inch water line and fire hydrant located along the southern edge of the roadway on sheet 2 shall be labeled as “existing.”
 - B. Drainage inlet structure #1 shall be labeled as “capped and plugged” on sheet 2
 - C. The roadway identified as part of phase 2 on sheet 3 shall be “clouded” and labeled as “future phase.”
 - D. Drainage inlet structure #1 shall be labeled as “capped and plugged” on sheet 3.
 - E. Provide top elevations for all manholes for the sewer line profiles on sheet 4.
 - F. Drainage inlet structure #1 shall be labeled as “capped and plugged” on sheet 4.

- G. Remove all structures from sheet 5 which have not actually been constructed and do not exist on the site.
 - H. Drainage inlet structure #1 shall be labeled as "capped and plugged" on sheet 5.
 - I. Provide "as-built" drawings for all electrical utilities on additional sheet and/or in AutoCad format on a disc directly to the Starkville Electric Department.
12. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
13. The final plat shall be recorded at the Oktibbeha County Chancery Clerk's Office within thirty (30) days of the approval by the Mayor and Board of Aldermen.

25.

**A MOTION TO APPROVE ADVERTISING TO
FILL A VACANT DEPUTY COURT CLERK POSITION
WITH APPLICATIONS TO BE SUBMITTED
BY MAY 4, 2010**

There came for consideration the matter of advertising to fill a vacant Deputy Court Clerk position. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk to approve advertising to fill a vacant Deputy Court Clerk position with applications to be submitted by May 4, 2010, the Board voted unanimously in favor of the motion.

26.

**A MOTION TO ENTER INTO A CLOSED SESSION
TO DETERMINE IF THERE IS PROPER CAUSE FOR
EXECUTIVE SESSION**

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

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, to enter into a Closed Session to determine if items to be discussed are proper cause for Executive Session, the Board unanimously voted in favor of the motion.

27.

**A MOTION DECLARING DISCUSSION REGARDING PENDING LITIGATION,
PROPERTY ACQUISITION AND PERSONNEL
AS PROPER CAUSE FOR EXECUTIVE SESSION**

There came for consideration the matter to determine that discussions regarding Personnel, Property Acquisition, and Pending Litigation are proper cause for Executive Session. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, that deliberations and findings concerning the discussions of Personnel matters in the City

Clerk's Office; Property Acquisition, and Pending Litigation as proper for Executive Session, the Board unanimously voted in favor of the motion.

28.

**A MOTION TO EXIT CLOSED SESSION AND
ENTER INTO EXECUTIVE SESSION FOR THE
DISCUSSION OF PENDING LITIGATION,
PROPERTY ACQUISITION, AND PERSONNEL MATTERS,**

There came for consideration the matter of entering Executive Session to discuss Pending Litigation, Property Acquisition, and Personnel concerns in the City Clerk's Office. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, that the Board exit Closed Session and enter into an Executive Session to discuss the subjects named, the Board unanimously voted their approval.

29.

**A MOTION AUTHORIZING THE AIRPORT BOARD CHAIRMAN
TO OBTAIN TWO APPRAISALS FOR LAND ADJACENT
TO BRYAN FIELD AIRPORT PROPERTY**

There came for consideration the matter of obtaining appraisals on property adjacent to the Bryan Field Airport. It is recommended that the Airport purchase said property to protect the Runway Protection Zone. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Ben Carver, to authorize the Airport Board Chairman to obtain two appraisals for land owned by Mr. Donald Miller, approximately 55 acres located south of the Bryan Field Airport property. The Board unanimously voted in favor of the motion.

30.

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

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to exit Executive Session and return to Open Session, the Board unanimously voted their approval.

31.

A MOTION TO ADJOURN

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Eric Parker, the Board unanimously approved the motion adjourn. The next meeting of the Mayor and Board will be held Tuesday May 4, 2010 at 5:30 p.m. in the 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

(SEAL)