

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi**

**September 7, 2010**

Be it remembered that the Mayor and Board of Aldermen met in a regular meeting on September 7, 2010 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. The following City Officials and members of the Board of Aldermen were present: Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending with the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

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

**REQUESTED REVISIONS OF THE OFFICIAL AGENDA**

**Mayor Parker Wiseman** explained the need to

**Remove agenda item VII-B** and corresponding action item X-R regarding a request from Ms. Meg Scarbrough for a Banner sign for a Radio Talk Show to be held at the Restaurant Tyler on Main Street.

**Alderman Roy A'. Perkins** requested the following changes to the Official Agenda

**Remove agenda item VII - A** regarding an appearance and presentation by Ms. Helen Taylor of Brickfire Project.

**Add to Consent: Item IX - A** regarding authorizing the Mayor to sign and execute the application for a grant from The Mississippi Department of Human Services for Brickfire Project.

**Add to Consent: Item X - D** regarding making an appointment to the Tree Advisory Board

**Add to Consent: Item X - E** regarding making an appointment to the Starkville Library Board of Trustees

**Add to Consent: Item X - O** regarding making an appointment to the Starkville Housing Authority for the five year term from 09-05-10 to 09-05-15

**Add to Consent: Item XI - A3** regarding an Engineering Contract for Project Development, Design, and Bid Services for Sealcoating and Marking Parallel Taxiways and Ramps at George M. Bryan Field Airport

**Add to Consent: Item XI - H3** regarding the employment of Justin Mitchell as Custodian for City Hall

**Remove from the Agenda: Items X - H and X - Q** regarding discussions on reorganizing Sanitation to include Landfill and Landscape, and renaming the Sanitation Department to Sanitation and Environmental Services Department

**Alderman Jeremiah Dumas** requested the following changes to the Official Agenda

**Add to Consent: Item X - L** regarding calling for a Public Hearing on Amending the Sidewalk Ordinance No. 2009-7, to provide for variances and an appeal process

**Add to Consent: Item X - C** regarding calling for a Public Hearing on Amending the City of Starkville Sign Ordinance No. 2008-10 and Code of Ordinances, Appendix A, to provide for directional signs, amortization of existing signs and dimensional changes to allowed signs

**Add to Consent: Item X - H** regarding payment of \$10,805.87 to Delta Airlines for the Revenue Guarantee Match as approved by The Board of Aldermen on February 19, 2008.

1.

**A MOTION TO APPROVE THE OFFICIAL AGENDA OF THE  
SEPTEMBER 7, 2010 MEETING OF THE MAYOR  
AND BOARD OF ALDERMEN AS REVISED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, to approve and adopt the September 7, 2010, Official Agenda of the Mayor and Board of Aldermen, with changes as enumerated, the Board unanimously voted to approve the motion.

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

**OFFICIAL AGENDA**

**THE MAYOR AND BOARD OF ALDERMEN**

**OF THE**

**CITY OF STARKVILLE, MISSISSIPPI**

REGULAR MEETING OF TUESDAY, SEPTEMBER 7, 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 A MOMENT OF SILENCE**

**III. APPROVAL OF THE OFFICIAL AGENDA**

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

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

- A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE CITY OF STARKVILLE BOARD OF ALDERMEN RECESS MEETING OF AUGUST 3, 2010.

**V. ANNOUNCEMENTS AND COMMENTS**

**MAYOR'S COMMENTS:**

INTRODUCTION OF NEW EMPLOYEE:  
ADAM FOLMER – FIRE DEPARTMENT

**BOARD OF ALDERMEN COMMENTS:**

PRESENTATION OF EMPLOYEE OF THE MONTH BY ALDERMAN DUMAS – SHAWN WORD

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. PUBLIC APPEARANCE BY HELEN TAYLOR REGARDING A NEW GRANT FOR BRICKFIRE
- B. PUBLIC APPEARANCE BY MEG SCARBROUGH OF WKBB-FM REGARDING THE REQUEST FOR A BANNER SIGN FOR A RADIO TALK SHOW TO BE HELD AT THE RESTAURANT TYLER ON MAIN STREET.
- C. PUBLIC APPEARANCE BY RUDY JOHNSON OF THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT ON HIS CONSTRUCTION PROJECT FOR THE AGING PROGRAM.

**VIII. PUBLIC HEARING**

- A. PUBLIC HEARING ON THE PROPOSED MILLAGE INCREASE OF .45 AND THE PROPOSED BUDGET FOR FISCAL YEAR 2011.

**IX. MAYOR'S BUSINESS**

- \*\*\*\*\* A. *CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN THE APPLICATION FOR THE GRANT FROM THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES FOR BRICKFIRE PROJECT.*

**X. BOARD BUSINESS**

- A. CONSIDERATION OF MAKING AN APPOINTMENT TO THE STORM WATER HEARING BOARD.
- B. REPORT FROM THE AD HOC BOARD OF ALDERMEN SIGN COMMITTEE ON THE RECOMMENDED MODIFICATIONS TO THE SIGN ORDINANCE.
- C. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE 2008-10 AND CODE OF ORDINANCES, APPENDIX A, TO PROVIDE FOR DIRECTIONAL SIGNS, AMORTIZATION OF EXISTING SIGNS AND DIMENSIONAL CHANGES TO ALLOWED SIGNS.
- D. CONSIDERATION OF MAKING AN APPOINTMENT TO THE TREE ADVISORY BOARD.
- E. CONSIDERATION OF MAKING AN APPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES.
- F. STATUS REPORT ON CARVER DRIVE DITCH.

- G. DISCUSSION AND CONSIDERATION OF RENAMING THE SANITATION DEPARTMENT TO BECOME THE ENVIRONMENTAL SERVICES DEPARTMENT.
- H. DISCUSSION AND CONSIDERATION OF MOVING THE LANDFILL DIVISION AND THE LANDSCAPE DIVISION OF THE PUBLIC SERVICES DEPARTMENT TO THE PROPOSED ENVIRONMENTAL SERVICES DEPARTMENT.
- I. DISCUSSION AND CONSIDERATION OF A MINIMUM STANDARD FOR A POVERTY LEVEL FOR THE CITY AND POSSIBLE SALARY EQUITY ADJUSTMENTS.
- J. DISCUSSION AND CONSIDERATION OF THE 2011 CONTRACT FOR LEGAL SERVICES WITH CHRIS LATIMER OF MITCHELL, MCNUTT & SAMS.
- K. REPORT FROM THE TRANSPORTATION COMMITTEE ON POSSIBLE SIDEWALK ORDINANCE AMENDMENT RECOMMENDATIONS.
- L. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON AMENDING THE SIDEWALK ORDINANCE, 2009-7, TO PROVIDE FOR VARIANCES AND AN APPEAL PROCESS.

\*\*\*\*~~### M. CONSIDERATION OF ADVERTISING FOR BIDS FOR ONE (1) 8 YARD REAR LOADING SANITATION TRUCK.~~

- N. DISCUSSION CONCERNING THE PROPOSED BUDGET AND THE PROPOSED TAX INCREASE.
- O. CONSIDERATION OF MAKING AN APPOINTMENT TO THE STARKVILLE HOUSING AUTHORITY FOR THE FIVE YEAR TERM FROM 09-05-10 TO 09-05-15.
- P. DISCUSSION AND CONSIDERATION OF MODIFICATION OF SCOPE OF WORK FOR HOSPITAL ROAD.
- Q. DISCUSSION REGARDING THE PROPOSED ENVIRONMENTAL SERVICES DEPARTMENT.

\*\*\*\* R. *CONSIDERATION OF A VARIANCE PURSUANT TO ORDINANCE 2008-10 SECTION 18 AS REQUESTED BY MEG SCARBROUGH ON BEHALF OF RESTAURANT TYLER.*

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

**### 1.** REQUEST APPROVAL TO ACCEPT THE 2011 MDOT MULTI-MODAL GRANT MM-0068-0511 FOR SEALCOAT AND MARK PARALLEL TAXIWAYS AND RAMPS AT GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$175,630 AND AUTHORIZE THE MAYOR TO SIGN THE GRANT OFFER

**### 2.** REQUEST APPROVAL TO ADVERTISE FOR SEALED BIDS FOR SEALCOATING AND MARKING PARALLEL TAXIWAYS AND RAMPS AT GEORGE M. BRYAN FIELD

3. REQUEST APPROVAL OF ENGINEERING CONTRACT FOR PROJECT DEVELOPMENT, DESIGN, AND BID SERVICES FOR SEALCOATING AND MARKING PARALLEL TAXIWAYS AND RAMPS AT GEORGE M. BRYAN FIELD.

**### 4.** REQUEST APPROVAL FOR PAY REQUEST # 7 FROM APAC, INC. FOR THE RUNWAY 18/36 REHABILITATION PROJECT IN THE AMOUNT OF \$129,929.32 FROM AIP GRANT 3-28-0068-014-2009

B. BUILDING, CODES AND PLANNING DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE DEPARTMENT CLAIMS DOCKET AS OF SEPTEMBER 2, 2010.

### 2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 2, 2010.

3. REQUEST APPROVAL OF THE BLUE CROSS/BLUE SHIELD SELF FUNDED GROUP HEALTH PROGRAM TO BE EFFECTIVE OCTOBER 1, 2010.

D. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. ELECTRIC DEPARTMENT

### 1. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN THE CHANGE ORDER # 6 (FINAL) FOR CONSTRUCTION WORK COMPLETED ON THE ELECTRIC DEPARTMENT'S NEW OFFICE BUILDING.

2. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN THE TVA AGREEMENT FOR STARKVILLE ELECTRIC DEPARTMENT TO OFFER NEW TD HUD (TIME DIFFERENTIATED HOURS OF DEMAND) RATES AND A PILOT SEASONAL DEMAND AND ENERGY (SDE) FOR QUALIFYING CUSTOMERS FOR A 12-MONTH PERIOD.

### F. ENGINEERING AND STREETS

1. AUTHORIZATION OF PAY ESTIMATE NO. 2 IN THE AMOUNT OF \$5,896 FOR J.J FERGUSON SAND AND GRAVEL FOR PROJECT NO. STP-0420-00-(018)/10585170100 OTHERWISE KNOWN AS ARRA II.

2. AUTHORIZATION OF PAY ESTIMATE NO. 3 IN THE AMOUNT OF \$118,260.32 FOR JA-MARC CONSTRUCTION FOR THE REED ROAD WIDENING PROJECT.

3. AUTHORIZATION OF FINAL PAY ESTIMATE NO. 3 IN THE AMOUNT OF \$7,757.35 FOR WEATHERS CONSTRUCTION FOR THE HOSPITAL ROAD PEDESTRIAN IMPROVEMENT PROJECT.

4. AUTHORIZATION OF PAY ESTIMATE NO. 1 IN THE AMOUNT OF \$61,674.00 FOR THE PAT STATION ROADWAY PROJECT.

5. CONSIDERATION OF THE APPROVAL OF THE LOW PROPOSAL FOR THE GILLESPIE STREET PEDESTRIAN PROJECT FROM HESTER FENCE COMPANY IN THE AMOUNT OF \$16,830.00 AND AUTHORIZATION TO ENTER INTO CONTRACTURAL AGREEMENT WITH SAID CONTRACTOR.

6. CONSIDERATION OF THE APPROVAL OF THE LOW PROPOSAL FOR THE WEST MAIN DRAINAGE IMPROVEMENT PROJECT FROM STIDHAM CONSTRUCTION IN THE AMOUNT OF \$11,650.00 AND AUTHORIZATION TO ENTER INTO CONTRACTURAL AGREEMENT WITH SAID CONTRACTOR.

7. AUTHORIZATION OF FINAL PAY ESTIMATE NO. 2 IN THE AMOUNT OF \$3,276.71 FOR RENROCK CONSTRUCTION FOR THE 2009 DRAINAGE IMPROVEMENT PROJECT NO. 14- HOLLIS IV.

8. AUTHORIZATION OF PAY ESTIMATE NO. 3 IN THE AMOUNT OF \$13,349.47 FOR SPRINGER ENGINEERING FOR THE REED ROAD WIDENING PROJECT.

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. PERSONNEL

### 1. REQUEST APPROVAL TO HIRE JAMES DANIEL SMITH TO FILL THE POSITION OF EQUIPMENT OPERATOR FOR THE NEW CONSTRUCTION/REHAB DIVISION OF PUBLIC SERVICES,

- ### 2. REQUEST APPROVAL TO ADVERTISE TO FILL THE POSITION OF RADIO OPERATOR/RECORDS CLERK IN THE POLICE DEPARTMENT.
3. REQUEST APPROVAL TO HIRE JUSTIN T. MITCHELL TO FILL THE POSITION OF CUSTODIAN FOR CITY HALL.

### I. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO A ONE YEAR GRANT AGREEMENT WITH THE OFFICE OF HIGHWAY SAFETY FOR A NETWORK COORDINATOR / DUI ENFORCEMENT PROJECT GRANT IN THE AMOUNT OF \$122,000 WITH NO MATCH REQUIRED.
2. REQUEST AUTHORIZATION TO ENTER INTO A ONE YEAR GRANT AGREEMENT WITH THE OFFICE OF HIGHWAY SAFETY FOR AN OCCUPANT PROTECTION GRANT IN THE AMOUNT OF \$15,000.00 WITH NO MATCH REQUIRED.
3. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF PUBLIC SAFETY FOR A HOMELAND SECURITY GRANT IN THE AMOUNT OF \$40,000.00 FOR IN-CAR CAMERA SYSTEMS.
4. REQUEST PERMISSION TO PURCHASE NINE (9) IN-CAR CAMERA SYSTEMS AT A PRICE OF \$35,055.00 AND A VIEWING STATION IN THE FORM OF DESKTOP COMPUTERS IN THE AMOUNT OF \$4,938.41 FOR A TOTAL COST: \$39,993.41 ON STATE CONTRACT.

J. PUBLIC SERVICES

- ### 1. REQUEST APPROVAL TO PURCHASE SEWER MANHOLES FROM HANSON PIPE AND PRECAST, THE SUBMITTER OF THE LOWEST QUOTE, FOR THE SUDDUTH ROAD SEWER PROJECT. IN THE AMOUNT OF \$5,688.00.
2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO FALCON CONTRACTING, THE SUBMITTER OF THE LOWEST QUOTE, TO REPAIR AND LEVEL FAILING AREAS IN NEW PAVEMENTS ON MONTGOMERY STREET AND WHITFIELD STREET IN THE AMOUNT OF \$11, 830.00
- ### 3. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO BK EDWARDS FABRICATION AND WELDING, THE SUBMITTER OF THE LOWEST QUOTE, TO INSTALL FOUNDATIONS AND PIPING FOR NEW PUMPS AT THE SAND ROAD PUMP STATION IN THE AMOUNT OF \$27,104.00.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

**XII. CLOSED DETERMINATION SESSION**

**XIII. EXECUTIVE SESSION**

- A. PENDING LITIGATION
- B. PERSONNEL

**XIV. RECESS UNTIL SEPTEMBER 15, 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.*

APPENDIX A

PROPOSED CONSENT AGENDA

**IX. MAYOR'S BUSINESS - NO ITEMS**

**X. BOARD BUSINESS**

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**XI. DEPARTMENT BUSINESS**

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B. BUILDING DEPARTMENT – NO ITEMS

C. OFFICE OF THE CITY CLERK

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 2, 2010.

D. COURTS – NO ITEMS

E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN THE CHANGE ORDER # 6 (FINAL) FOR CONSTRUCTION WORK COMPLETED ON THE ELECTRIC DEPARTMENT'S NEW OFFICE BUILDING.

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- G. FIRE DEPARTMENT - NO ITEMS
- H. PERSONNEL
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- K. SANITATION DEPARTMENT – NO ITEMS

## **CONSENT ITEMS**

**2.**

### **APPROVAL AUTHORIZING THE MAYOR TO SIGN THE \$124,444.00 SUBGRANT AGREEMENT FROM THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES ON BEHALF OF BRICKFIRE PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "request to approve authorizing the Mayor to sign the \$124,444.00 Subgrant Agreement from the Mississippi Department of Human Services on behalf of Brickfire Project," is enumerated, this consent item is thereby unanimously approved.

**Exhibits C-F are on file in the City Clerks' Office**

STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
**SUBGRANT/CONTRACT SIGNATURE SHEET**  
P.O. BOX 352  
JACKSON, MISSISSIPPI 39205-0352

MDHS DIVISION Office for Children and Youth

<p>1. SUBGRANTEE'S/CONTRACTOR'S NAME, ADDRESS &amp; PHONE # City of Starkville</p> <p><u>101 Lampkin Street</u> <u>Starkville, MS 39759</u></p> <p>SUBGRANTEE'S FISCAL YEAR END DATE: <u>June 30</u></p> <p>NAME/TITLE OF OFFICERS: (CONTRACTING AGENCY)</p> <p>1. <u>Parker Wiseman, Mayor</u> 2. <u>Helen Taylor, Program Contact</u> 3. <u>Ozella Rice, Fiscal Contact</u></p> <p>CONTACT PERSON: <u>Helen Taylor 662-391-7755 cell</u> <u>pbrickfire@hotmail.com</u>      <u>662-324-3841</u></p> <p>PHONE NUMBER: <u>Ozella Rice 662-323-5321</u></p>	<p>2. EFFECTIVE DATE: <u>September 15, 2010</u></p> <hr/> <p>3. SUBGRANT NUMBER <u>467Q602</u></p> <hr/> <p>4a. GRANT IDENTIFIER (funding source and year): <u>2010 CCDF Matching</u></p> <p>b. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) # <u>93.575</u></p> <hr/> <p>5. BEGINNING AND ENDING DATES: <u>September 15, 2010 thru September 30, 2011</u></p> <hr/> <p>6. SUBGRANT/CONTRACT PAYMENT METHOD: <input checked="" type="checkbox"/> CURRENT NEEDS/CASH ADVANCE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER</p> <hr/> <p>7. PAGE 1 OF <u>4</u></p>
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8. THE FOLLOWING FUNDS ARE OBLIGATED:

FEDERAL \$ <u>124,444.00</u>	ADMINISTRATION \$ <u>                    </u>
STATE \$ <u>                    </u>	SERVICES \$ <u>124,444.00</u>
OTHER \$ <u>40,012.00</u>	OTHER \$ <u>40,012.00</u>
TOTAL \$ <u>164,456.00</u>	TOTAL \$ <u>164,456.00</u>

9. THE SUBGRANTEE/CONTRACTOR AGREES TO ADMINISTER THIS SUBGRANT IN ACCORDANCE WITH ALL FEDERAL AND/OR STATE PROVISIONS THAT ARE APPLICABLE TO SAID SUBGRANT. THE FOLLOWING DOCUMENTS ARE INCORPORATED HEREIN:

<p>a. SUBGRANT/CONTRACT SIGNATURE SHEET</p> <p>b. BUDGET SUMMARY</p> <p>c. COST SUMMARY SUPPORT SHEET</p> <p>d. BUDGET NARRATIVE</p> <p>e. SUBGRANT/CONTRACT AGREEMENT</p> <p>1) SCOPE OF SERVICES</p> <p>2) GENERAL TERMS AND PROVISIONS</p>	<p>3) STANDARD ASSURANCES POLICY</p> <p>4) DEBARMENT/SUSPENSION POLICY</p> <p>5) DRUG FREE WORKPLACE POLICY</p> <p>6) SUBGRANTEE MANUAL ACCEPTANCE</p> <p>f. VERIFICATION OF 25% FIDELITY BOND</p> <p>g. COPY OF BOARD RESOLUTION (If Applicable)</p> <p>h. COST ALLOCATION &amp; INDIRECT COST RATES</p>
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10. IDENTIFICATION OF OTHER FUNDING (List all other funds requested, anticipated or held over from prior years dedicated to this or similar programs including Federal, State, Local or Private funds. If additional space is needed, please attach typed pages).

SOURCE	PURPOSE	CONTRACT #	PERIOD (dates)	AMOUNT
<u>N/A</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>\$</u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>\$</u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>\$</u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>\$</u>

<p>11. APPROVED FOR MDHS:</p> <p>BY <u>Don Thompson</u> Date _____</p> <p>TITLE: <u>Executive Director</u></p>	<p>12. APPROVED FOR SUBGRANTEE/CONTRACTOR.</p> <p>BY <u>Parker Wiseman</u> Date _____</p> <p><u>Mayor</u></p> <p>TITLE: _____</p>
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*City of Starksville  
Child Development Program*

*Budget Narrative  
2010 CCDF Matching*

1. *Child Care Services* *\$124,444.00*

*Contractual Services: The subgrantee will provide child care services to children of CCDF eligible families as needed, by age, length of services and priority population.*

2. *Operation and Maintenance* *\$ 40,012.00*

*City of Starksville will provide in support of City of Starksville Child Development Program (Brickfire Project) \$40,012.00 and maintain fiscal records with the City of Starksville/Brickfire Fiscal Division Office to document the sources and amount of funds spent for the operation of the program. Average of Twelve (12) payments in the amount of \$3,334.33 .*

**TOTAL** **\$164,458.00**

OFFICE FOR CHILDREN AND YOUTH  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
CHILD CARE AND DEVELOPMENT BLOCK GRANT

SUBGRANT AGREEMENT

Subgrant Number: 467Q602

1. Parties. The parties to this Subgrant are the Office for Children and Youth, Mississippi Department of Human Services, herein called MDHS, and City of Starkville, herein called Subgrantee.
2. Purpose. The purpose of this Subgrant is to engage the Subgrantee to perform certain services.
3. Scope of Services. The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDHS, the services described in Exhibit A, entitled "Scope of Services," and incorporated by reference herein.
4. Period of Performance. The period of performance of services shall begin on September 15, 2010 and end on September 30, 2011.
5. Consideration and Method of Payment. The total amount to be paid to the Subgrantee by MDHS under this Subgrant is \$124,444.00. Any remaining amounts shall be paid by sources other than MDHS. The method of payment shall be on a Current Needs /cash advance basis as referenced below.

Current Needs/ Cash advance Basis

MDHS shall process the Request for Cash in its normal course of business, and, if it is found in order, shall cause payment thereon to be made within reasonable time to the Subgrantee.

For any request for funds to be processed, MDHS must receive required monthly program and fiscal reports as outlined in Exhibit A, entitled Scope of Services, and Exhibit B, entitled "General Terms and Provisions."

6. General Terms and Provisions. This Subgrant is hereby made subject to all terms and provisions included in the aforesaid Exhibit B, referenced herein and made a part hereof.
7. Standard Policies and Assurances. This Subgrant is hereby made subject to the terms and conditions of the standard policies and assurances included in the most recent MDHS Subgrantee Manual, which is made a part hereof by reference. The



3.

**APPROVAL TO HOLD A 5TH PUBLIC HEARING ON TUESDAY,  
SEPTEMBER 21, 2010 FOR THE PURPOSE OF AMENDING THE CITY  
OF STARKVILLE SIGN ORDINANCE NO. 2008-10,  
AND CODE OF ORDINANCES, APPENDIX A, TO PROVIDE  
FOR DIRECTIONAL SIGNS, AMORTIZATION OF EXISTING SIGNS AND  
DIMENSIONAL CHANGES TO ALLOWED SIGNS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to hold a 5th Public Hearing on Tuesday, September 21, 2010 for the purpose of amending the City of Starkville Sign Ordinance #2008-10, and Code of Ordinances, Appendix A, to provide for directional signs, amortization of existing signs and dimensional changes to allowed signs" is enumerated, this consent item is thereby unanimously approved.

4.

**APPROVAL OF THE APPOINTMENT OF CERTIFIED ARBORIST  
JONATHAN HOWELL TO SERVE ON THE TREE ADVISORY BOARD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to appoint Certified Arborist Jonathan Howell to serve on the Tree Advisory Board," is enumerated, this consent item is thereby unanimously approved.

5.

**APPROVAL OF THE APPOINTMENT OF JACK MCCARTY TO THE  
STARKVILLE/OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of the appointment of Jack McCarty to the Starkville/Oktibbeha County Library Board of Trustees," is enumerated, this consent item is thereby unanimously approved.

6.

**APPROVAL TO HOLD A PUBLIC HEARING ON SEPTEMBER 21, 2010  
FOR THE PURPOSE AMENDING THE CITY OF STARKVILLE  
SIDEWALK ORDINANCE TO INCLUDE ALLOWING FOR  
A VARIANCE AND AN APPEAL PROCESS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07,

2010 Official Agenda with no objections to consent items, whereby the "approval to hold a Public Hearing on Tuesday, September 21, 2010 for the purpose of amending the City of Starkville Sidewalk Ordinance to include allowing for a Variance and an Appeal Process," is enumerated, this consent item is thereby unanimously approved.

7.

**APPROVAL OF THE APPOINTMENT OF FLOYD JOHNSON, JR. TO THE STARKVILLE HOUSING AUTHORITY BOARD OF DIRECTORS FOR THE FIVE-YEAR TERM COMMENCING SEPTEMBER 5, 2010**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to appoint Floyd Johnson, Jr. to the Starkville Housing Authority Board of Directors for a 5-year term commencing September 5, 2010," is enumerated, this consent item is thereby unanimously approved.

8.

**APPROVAL AUTHORIZING THE MAYOR TO SIGN MDOT MULTI-MODAL GRANT NO. MM-0068-0511 IN THE AMOUNT OF \$175,630.00 FOR SEAL COATING AND MARKING PARALLEL TAXIWAYS AND RAMPS AT THE GEORGE BRYAN FIELD AIRPORT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval authorizing the Mayor to sign MDOT Multi-modal Grant No. MM-0068-0511 in the amount of \$175,630.00 to seal coat and mark parallel taxiways and ramps at the George Bryan Field Airport," is enumerated, this consent item is thereby unanimously approved.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**AIRPORT MULTI-MODAL GRANT**

*Project No. MM-0068-0511*

**GEORGE M. BRYAN FIELD AIRPORT**

PART I - OFFER

TO: **THE CITY OF STARKVILLE, MISSISSIPPI**  
(hereinafter referred to as the SPONSOR)

FROM: **The MISSISSIPPI TRANSPORTATION COMMISSION**  
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The SPONSOR has submitted an Application for Multi-Modal Funds (herein referred to as Application), dated **July 27, 2010**, to the COMMISSION for a project at the **George M. Bryan Field Airport** (herein referred to as Airport) consisting of the following:

**Sealcoat and mark parallel taxiway and ramps**

as more particularly described in the plans and specifications for the project which will be submitted to and approved by the COMMISSION.

NOW, THEREFORE, The COMMISSION HEREBY OFFERS AND AGREES to pay as the COMMISSION'S share, **\$175,630**, of the eligible project costs incurred in accomplishing the project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be ninety-nine percent (99%) of the final eligible project costs, not to exceed **\$175,630**.
2. The SPONSOR shall:
  - a) expend an amount equal to, or greater than, one percent (1%) of the final eligible project costs.
  - b) carry out and complete the project within three (3) years from the date of execution of this document by the COMMISSION, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

- c) provide the Commission with a schedule of actions for accomplishing the project. Failure to accomplish the project in a timely manner will be the basis for the Commission canceling this Grant and withdrawing the funds.
  - d) accomplish any coordination required by the Federal Aviation Administration to ensure the safety of operations and prevent any derogation of navigation aids or procedures at the Airport.
  - e) ensure that all development accomplished in the project will meet Federal Aviation Administration or other federal, state or local standards and requirements, as applicable.
3. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after the review and approval of the completed project by the COMMISSION and all conditions relating to the project have been satisfied.
  4. The COMMISSION reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
  5. This Offer shall expire and the COMMISSION shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the SPONSOR on, or before **September 17, 2010**, or such subsequent date as may be prescribed in writing by the COMMISSION.
  6. The SPONSOR shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
  7. The SPONSOR will operate and maintain in a safe and serviceable condition, the Airport and all facilities thereon and connected therewith, which are necessary to serve the aeronautical users of the Airport, and will not permit any activity thereon which would interfere with its use for airport purposes.

The SPONSOR'S acceptance of this Offer shall be evidenced by execution of this instrument by the SPONSOR and said offer and acceptance shall comprise an Airport Multi-Modal Grant Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the SPONSOR with respect to the accomplishment of the project. Such Airport Multi-Modal Grant Agreement shall become effective upon the SPONSOR'S acceptance of this offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to this the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void.

Witness this my signature in execution hereof this the 10<sup>th</sup> day of August, 2010.

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

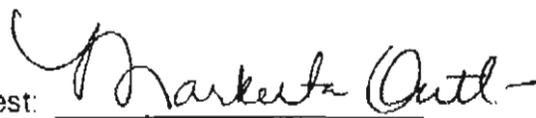
  
Larry L. "Butch" Brown

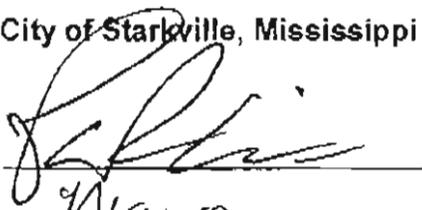
**PART II - ACCEPTANCE**

The **City of Starkville, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the 8<sup>th</sup> day of September, 2010.

City of Starkville, Mississippi

Attest:   
City Clerk  
(Title)

By:   
Mayor  
(Title)

9.

**APPROVAL AUTHORIZING THE GEORGE BRYAN FIELD AIRPORT BOARD TO ADVERTISE FOR SEALED BIDS TO SEALCOAT AND MARK PARALLEL TAXIWAYS AND RAMPS AT THE BRYAN FIELD AIRPORT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize George Bryan Field Airport Board to advertise for sealed bids to seal coat and mark parallel taxiways and ramps at the Bryan Field Airport," is enumerated, this consent item is thereby unanimously approved.

10.

**APPROVAL OF THE ENGINEERING CONTRACT FOR PROJECT DEVELOPMENT, DESIGN, AND BID SERVICES RELATIVE TO SEALCOATING AND MARKING PARALLEL TAXIWAYS AND RAMPS AT THE BRYAN FIELD AIRPORT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Engineering Contract for Project Development, Design and Bid Services relative to seal coating and marking parallel taxiways and ramps at the Bryan Field Airport," is enumerated, this consent item is thereby unanimously approved.

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
OWNER AND ENGINEER**

This Agreement made and entered into this the 15<sup>th</sup> day of September, 2010, by and between the City of Starkville; hereinafter referred to as the OWNER and Clearwater Consultants, Inc.; hereinafter referred to as the ENGINEER; WITNESSETH

THAT WHEREAS, the OWNER contemplates funding to become available for improvements to the George M. Bryan Field, located in Starkville, Mississippi; and

WHEREAS, the OWNER is in need of professional engineering services; and the ENGINEER is desirous of providing professional engineering services on behalf of the OWNER;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The ENGINEER shall furnish and perform basic engineering services for the project development phase, design phase, bid phase and construction phase, as described in the General Provisions attached hereto and made a part hereof for the engineering project described below, plus other work which might be authorized by the OWNER.

A. BASIC SERVICES

1. Project Development, Design, and Bid/or Contract Negotiation Services for the following items of work:
  - 1.1 Surface preparation, crack seal and slurry seal surface treatment (Refined coal tar emulsion with additives) for parallel and connecting taxiways, ramp areas and service/access roads.

2. Project Award Construction and Administrative Phase Services for the following items of work:
  - 2.1 Surface preparation, crack seal and slurry seal surface treatment (Refined coal tar emulsion with additives) for parallel and connecting taxiways, ramp areas and service/access roads.

B. SPECIAL SERVICES

Should additions for Special Services as outlined in Section II of the General Provisions be required, the change in project cost shall be determined according to the Rate Schedule attached hereto and marked as Exhibit A. Outside services contracted for a specific project, such as professional and technical consultants, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 %.

C. COST OF SERVICES

The OWNER shall pay the ENGINEER for engineering services in accordance with the attached General Provisions, Scopes, and the Schedule of Fees described below:

BASIC SERVICES SCHEDULE OF FEES	LUMP SUM
1. Project Development, Design, and Bid/Negotiation Phases	\$ 9,600.00
2. Project Award, Construction and Administrative Phases	\$ 5,900.00
3. Resident Project Administration/Construction Observation	\$ 6,800.00

The estimated costs for the items of work included in Special Services are included in the Schedule of Fees described below. These costs are estimates based on information currently available to the ENGINEER. These costs are provided for budgetary purposes. No cost above those estimated will be incurred without prior approval by the OWNER. Actual costs will be billed as described above.

SPECIAL SERVICES SCHEDULE OF FEES	ESTIMATED COST
Quality Assurance Testing During Construction	\$ 1,000.00

Statements will be issued on a monthly basis.

Standard terms: Net 30 days. A service charge of 1% (12% per annum) will be added on all accounts outstanding more than 30 days from date of invoice.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: CITY OF STARKVILLE

ENGINEER: CLEARWATER CONSULTANTS, INC.

BY: \_\_\_\_\_  
 TITLE: Honorable Parker Wiseman  
 MAYOR

BY: \_\_\_\_\_  
 TITLE: Carey Hardin, P.E.  
 PRESIDENT

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

## **GENERAL PROVISIONS**

These General Provisions are attached and made a part of the Agreement between the City of Starkville; (OWNER) and Clearwater Consultants, Inc. (ENGINEER).

For the scope of work described in the referenced Agreement, the ENGINEER shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical and electrical engineering services, planning services and customary architectural services incidental thereto. These services when performed in accordance with acceptable engineering and planning practice shall be the limits of the ENGINEER'S responsibility under the Agreement.

### **SECTION I - BASIC SERVICES**

1. **PROJECT DEVELOPMENT PHASE:** After written authorization to proceed the ENGINEER shall:
  - 1.1. Consult with OWNER and MDOT as necessary to clarify and define the requirements for the project and review available data.
  - 1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.
  - 1.3. Prepare preliminary statement of probable construction cost for the project.
2. **DESIGN PHASE:** After written authorization to proceed the ENGINEER shall:
  - 2.1. In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project and the design criteria to be used in final design.
  - 2.2. Prepare final design detailed contract drawings and contract documents for the configuration selected.
  - 2.3. Submit appropriate documents to state and federal agencies for approvals and permits.
  - 2.4. Furnish to the OWNER two (2) copies of drawings, specifications, reports, estimates and contract documents.
3. **BID PHASE:** During the Bid or Negotiation Phase, the ENGINEER shall provide the following services:
  - 3.1. Assist the OWNER in securing bids, tabulation and analysis of bid results.
  - 3.2. Assist the OWNER in preparation of contract documents for the award of construction contracts.
4. **CONSTRUCTION PHASE:** During the Construction Phase, the ENGINEER shall provide the following services:
  - 4.1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
  - 4.2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
  - 4.3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 10 business days from receipt.
  - 4.4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.

- 4.5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
- 4.6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.
- 4.7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.
- 4.8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.
- 4.9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.
- 4.10. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
- 4.11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.
- 4.12. Project close out including preparation of a "Summary and Distribution of Project Costs".
- 4.13. Record Drawing preparation.

## SECTION II - SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

- A. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- B. Prepare OWNER'S applications for partial and final payment for submission to government agencies.
- C. Resident Project Representative of construction by full time resident project representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be as described in SECTION IV.
- D. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- E. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.

- F. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- G. Additional services required for construction administration due to unforeseen circumstances, including, but not limited to, unavoidable delays in construction and contractor not completing work within contract time.

### SECTION III - RESPONSIBILITIES OF THE OWNER

- A. OWNER shall provide all criteria and full information as to OWNER'S requirements for the Project; designate a person to act with authority on OWNER'S behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER'S submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work.
- B. OWNER shall also do the following and pay all costs incident thereto:
  - 1. Furnish to ENGINEER core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which ENGINEER may rely upon in performing his services.
  - 2. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
  - 3. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.
  - 4. Provide for legal representation for defense of the Owner's officers, directors, employees, agents and other representatives who are parties to this Agreement against any claim or suit brought by any third party.
  - 5. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.
- C. OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

### SECTION IV - DUTIES RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

#### A. General

Resident project representative as ENGINEER'S agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident project representative's dealings in matters pertaining to the on-site work shall in general be only with the OWNER, ENGINEER and contractor, and dealings with subcontractors shall only be through or with the full knowledge of contractor.

#### B. Duties and Responsibilities

Resident project representative will:

- 1. Schedules: Review the project progress schedule, schedule of shop drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.
- 2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and OWNER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
- 3. Liaison:
  - a. Serve as ENGINEER'S liaison with contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist ENGINEER in serving as OWNER'S liaison with contractor when contractor's operations affect OWNER'S on-site operations.

- b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.
4. Shop Drawings and Samples:
  - a. Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
  - b. Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the work in progress as well as periodic observations of the site during times when the contractor is not actually working to assist the ENGINEER in determining if the work is in accordance with the contract documents and that completed work will conform to the contract requirements.
  - b. Report to ENGINEER and OWNER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER and OWNER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Review and observe that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the contract documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Transmit to contractor ENGINEER'S clarifications and interpretations of the contract documents.
7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with recommendations to ENGINEER.
8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER'S clarifications and interpretations of the contract documents, progress reports, test reports and other project related documents.
  - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, quantities of material installed on the project, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
  - a. Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
  - c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requisitions: Review applications for payment with the contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
12. Completion:
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
  - c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Except upon written instructions of ENGINEER, resident project representative:

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on ENGINEER'S authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize OWNER to occupy the project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.
8. Shall not be authorized to stop the contractor's work.

SECTION V - METHOD OF PAYMENT

The ENGINEER'S compensation for the work described herein shall be based upon the schedule of fees described in the basic agreement.

A. Basic Services

1. Partial payments for basic services in connection with the project development phase and/or the design phase shall be made monthly to the ENGINEER by the OWNER upon receipt of invoices which shall be based upon percentages of completion on the date of invoicing.

2. Partial payments for basic services in connection with the construction phase shall be made monthly to the ENGINEER by the OWNER upon receipt of invoices which shall be based upon the percentage of construction work completed by the construction contractor(s) at the time of invoicing.

B. Special Services

1. Basis of Compensation:
  - a. The OWNER will pay the ENGINEER for special services performed by personnel of the ENGINEER as established in the contract Schedule of Fees, paragraph B.
2. Payment Schedule:
  - a. Invoices shall be submitted at monthly intervals to the OWNER.
  - b. Standard terms: Net 30 days. A service charge of 1% (12% annum) will be added on all accounts outstanding over 30 days from date of invoice.

SECTION VI - MISCELLANEOUS PROVISIONS

- A. Statements of probable construction cost: Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the statements of probable construction cost of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the project construction cost. The unit prices used in compiling the probable cost of construction will be based on recently received bids.
- B. Extra Work: It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in general scope of the project or its design, but not necessarily limited to, changes in size, complexity, project schedules character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate or alternate bids, when such revisions are due to causes beyond the ENGINEER'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be in accordance with Section B, Special Services.
- C. Reuse of Documents: All documents including drawings and specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this Agreement at the cost of reproduction.
- D. Responsibility of Engineer:
  1. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
  2. Approval by the OWNER or the FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.
  3. To the maximum extent permitted by law, the OWNER agrees to limit the ENGINEER'S liability for the OWNER'S damages to the sum of \$75,000 or the ENGINEER'S fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The ENGINEER shall not be responsible for any time delays in the project caused by circumstances beyond the ENGINEER'S control.

4. The ENGINEER is not responsible under this contract to audit Contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety engineer, or for the safety of the CONTRACTOR'S personnel, or to guarantee the CONTRACTOR'S workmanship, or to enforce governmental clauses made part of the construction contract as a consideration of the OWNER receiving governmental loans and grants.

E. Termination:

1. This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
  - a. Not less than ten (10) calendar days written notice of intent to terminate; and
  - b. An opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience provided the ENGINEER is given:
  - a. Not less than ten (10) calendar days written notice of intent to terminate; and
  - b. An opportunity for consultation with the terminating party prior to termination.
3. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, reports estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.
4. If this Agreement is terminated by either party, the ENGINEER shall be paid for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination. If termination of the Agreement occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER. If the Agreement is terminated by the OWNER for default of the ENGINEER the amount due the ENGINEER may be adjusted to the extent of any additional costs incurred by the OWNER as a result of the ENGINEER's default.

F. Remedies

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the ENGINEER is located.

G. Audit: Access to Records

1. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The OWNER, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence for the purpose of examination, audit, excerpts and transcriptions.
2. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three years after the OWNER makes final payment and all other pending matters are closed.

H. Civil Rights Assurances

During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the OWNER or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.

**Clearwater Consultants, Inc.  
Rate Schedule - 2010**

Project Manager	\$ 135.00/Hour
Project Engineer	\$ 115.00/Hour
Engineer Intern II (RPR)	\$ 85.00/Hour
CAD Draftsman (RPR)	\$ 85.00/Hour
Field Technician II (RPR)	\$ 55.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour
Process Design Consultant	\$ 150.00/Hour
Survey Crew w/Total Station	
Two-Man	\$105.00/Hour
Three-Man	\$135.00/Hour
<b><i>Travel</i></b>	
Auto	\$ 0.45/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost
<b><i>Other Direct Expenses</i></b>	Actual Cost + 10%

11.

**APPROVAL OF PAY REQUEST #7 FROM APAC, INC. IN THE  
AMOUNT OF \$129,929.32 FOR RUNWAY 18/36 REHABILITATION  
PROJECT AT THE GEORGE BRYAN FIELD AIRPORT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of pay request #7 from APAC, Inc. in the amount of \$129,929.32 for Runway 18/36 Rehabilitation Project at the George Bryan Field Airport," is enumerated, this consent item is thereby unanimously approved.

12.

**APPROVAL OF CLAIMS DOCKET #09-07-10-A  
FOR THE CITY OF STARKVILLE  
EXCLUDING FIRE DEPARTMENT CLAIMS  
THROUGH SEPTEMBER 3, 2010 IN THE AMOUNT OF \$4,297,339.24  
IN ACCORDANCE WITH SECTION 17-3-1  
OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously adopted by the Board to approve the September 7, 2010 Official Agenda, and to accept items for Consent, whereby the "Claims Docket #09-07-10-A which contains claims from all departments through September 3, 2010, except the Fire department, with said claims totaling \$4,297,339.24" is enumerated, this consent item is thereby unanimously approved.

**CLAIMS DOCKET  
# 09-07-10-A  
SEPTEMBER 3, 2010**

General Fund	001	\$168,334.86
Restricted Police Fund	002	0
Restricted Fire Fund	003	0
Airport Fund	015	1,677.55
Sanitation	022	37,041.13
Landfill	023	2,425.27
Computer Assessments	107	0
City Bond and Interest	202	0
2009 Road Maint. Bond	304	62,621.52
P & R Bond Series 2007	325	0
Park & Rec Tourism 2%	375	0
Water/Sewer	400	209,455.93
Vehicle Maintenance	500	8,632.28
Hotel/Motel	610	0
2% (VCC, EDA, MSU)	630	21,143.04
Electric		4,274,154.54

**TOTAL CLAIMS**

**\$4,785,486.12**

**13.**

**APPROVAL AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER #6  
TO COMPLY WITH ADA REQUIREMENTS FOR THE STARKVILLE  
ELECTRIC DEPARTMENT OFFICE BUILDING**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval authorizing the Mayor to sign Change Order #6 to comply with the Americans with Disability Act (ADA) requirements for the Starkville Electric Department Office Building," is enumerated, this consent item is thereby unanimously approved.

**14.**

**APPROVAL OF PAY ESTIMATE NO. 2 IN THE AMOUNT OF \$5,896.00  
TO J.J. FERGUSON SAND AND GRAVEL FOR ENGINEERING PROJECT NO.  
STP-0420-00-(018)/10585170100, ARRA II PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of pay estimate #2 in the amount of \$5,896.00 to J.J. Ferguson Sand and Gravel for Engineering Project #STP-0420-00-(018)/10585170100, ARRA II Project," is enumerated, this consent item is thereby unanimously approved.

**15.**

**APPROVAL OF PAY ESTIMATE NO. 3 IN THE AMOUNT OF \$118,260.32  
TO JA-MARC CONSTRUCTION COMPANY FOR THE REED ROAD  
WIDENING PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of Pay Estimate #3 in the amount of \$118,260.32 to JA-MARC Construction Company for the Reed Road Widening Project," is enumerated, this consent item is thereby unanimously approved.

**16.**

**APPROVAL OF PAY ESTIMATE NO. 3 IN THE AMOUNT OF \$7,757.35 TO  
WEATHERS CONSTRUCTION COMPANY FOR THE HOSPITAL ROAD  
PEDESTRIAN IMPROVEMENT PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of Pay Estimate #3 in the amount of \$7,757.35 to Weathers Construction Company for the Hospital Road Pedestrian Improvement Project," is enumerated, this consent item is thereby unanimously approved.

17.

**APPROVAL OF PAY ESTIMATE NO. 1 IN THE AMOUNT OF \$61,674.00  
TO ELLIS CONSTRUCTION COMPANY FOR THE  
PAT STATION ROADWAY PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of Pay Estimate #1 in the amount of \$61,674.00 to Ellis Construction Company for the Pat Station Roadway Project," is enumerated, this consent item is thereby unanimously approved.

18.

**APPROVAL OF THE LOW PROPOSAL SUBMITTED BY  
HESTER FENCE COMPANY IN THE AMOUNT OF \$16,830.00  
FOR THE GILLESPIE STREET SIDEWALK IMPROVEMENT PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of the low proposal submitted by Hester Fence Company in the amount of \$16,830.00 for the Gillespie Street Sidewalk Improvement Project," is enumerated, this consent item is thereby unanimously approved.

NAME	PROPOSED QUOTE	APPARENT BEST PROPOSAL
Hester Fence & Construction	\$16,830.00	Apparent Best Proposal
Weathers Construction	\$18,183.80	
American Field Service Corp.	\$29,871.70	

19.

**APPROVAL OF THE LOW PROPOSAL SUBMITTED BY STIDHAM  
CONSTRUCTION IN THE AMOUNT OF \$11,650.00 AND  
AUTHORIZATION TO ENTER INTO A CONTRACTUAL  
AGREEMENT FOR THE WEST MAIN STREET DRAINAGE  
IMPROVEMENT PROJECT NO. 09102-30**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of the low proposal submitted by Stidham Construction in the amount of \$11,650.00 and authorization to enter into a contractual agreement for the West Main Street Drainage Improvement Project #09102-30," is enumerated, this consent item is thereby unanimously approved.

NAME	PROPOSED QUOTE	APPARENT BEST PROPOSAL
Terry Stidham Construction	\$11,650.00	Apparent Best Proposal
Weathers Construction, Inc.	\$12,644.25	
Legacy Building Co., LLC	\$16,146.60	

20.

**APPROVAL OF FINAL PAY ESTIMATE NO. 2  
IN THE AMOUNT OF \$3,276.71 TO  
RENROCK CONSTRUCTION FOR THE 2009 DRAINAGE  
IMPROVEMENT PROJECT NO. 14 - HOLLIS IV**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of Final Pay Estimate #2 in the amount of \$3,276.71 to Renrock Construction for the 2009 Drainage Improvement Project #14 - Hollis IV," is enumerated, this consent item is thereby unanimously approved.

21.

**APPROVAL OF PAY ESTIMATE NO. 3 IN THE AMOUNT OF \$13,349.47 TO  
SPRINGER ENGINEERING FOR THE REED ROAD WIDENING PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of pay estimate no. 3 in the amount of \$13,349.47 to Springer Engineering for the Reed Road Widening Project," is enumerated, this consent item is thereby unanimously approved.

22.

**APPROVAL TO HIRE JAMES DANIEL SMITH TO FILL THE POSITION  
OF EQUIPMENT OPERATOR IN THE NEW CONSTRUCTION REHAB  
DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to employ James Daniel Smith as Equipment Operator in the New Construction Rehab Division of

the Public Services Department with a salary of \$24,553.19 annually, Grade 8 Step 1, and a one year probationary period," is enumerated, this consent item is thereby unanimously approved.

23.

**APPROVAL TO ADVERTISE TO FILL THE VACANT  
RADIO OPERATOR/RECORDS CLERK POSITION  
IN THE POLICE DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to advertise to fill the vacant position of Radio Operator/Records Clerk within the Police Department," is enumerated, this consent item is thereby unanimously approved.

24.

**APPROVAL TO EMPLOY JUSTIN MITCHELL AS CUSTODIAN FOR THE  
CITY HALL BUILDING, WITH A SALARY OF \$17,969.38, GRADE 4 STEP 3A  
AND A PROBATIONARY PERIOD OF ONE YEAR**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to employ Justin Mitchell as Custodian for the City Hall Building with a salary of \$17,969.38 annually, Grade 4 Step 3A, and a probationary period of one year," is enumerated, this consent item is thereby unanimously approved.

25.

**APPROVAL OF THE GRANT AGREEMENT BETWEEN  
THE CITY OF STARKVILLE AND THE MISSISSIPPI  
OFFICE OF HIGHWAY SAFETY  
FOR A NETWORK COORDINATOR/DUI ENFORCEMENT PROGRAM IN  
THE AMOUNT OF \$122,000.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Grant Agreement between The City of Starkville and the Mississippi Office of Highway Safety for a Network coordinator/DUI Enforcement Program in the amount of \$122,000.00," is enumerated, this consent item is thereby unanimously approved.

## SUBGRANT SIGNATURE SHEET

MS DEPARTMENT OF PUBLIC SAFETY  
 DIVISION OF PUBLIC SAFETY PLANNING  
**Governor's Office of Highway Safety**  
 3750 I-55 North Frontage Road  
 Jackson, Ms 39211  
 Phone: (601) 987-4990; Fax: (601) 987-4154

1. Subgrantee's Name, Address and Phone No. City of Starkville, Starkville Police Department 101 East Lampkin St. Starkville, MS 39759  Program Title: Network Coordinator? DUI enforcement/ 2 DUI officers  TEL: 662-323-4131 FAX: 662-324-4016 E-Mail: sword@cityofstarkville.org		2. Effective Date: 10/01/10		
		3. Subgrant Number: 11-TA-231-1		
		4. Grant Identifier (Funding Source & Year): NHTSA Section 154 Funds FY11		
		5. Beginning and Ending Dates: October 1, 2010 thru September 30, 2011		
		6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method <input type="checkbox"/> Current Needs		
		7. Page 1 of		
8. CDFA # -		9. DUNS # - 782430557		
10. Congressional District - 03				
11. The following funds are obligated: Salary for 2 DUI officers plus Fringe. LEL coordinator duties within District 5. Overtime and Promotional items for the enforcement of DUI Offenders.				
A. COST CATEGORY		B. SOURCE OF FUNDS		C. RATIO%
(1) Personal Services	\$111,000.00	(1) Federal	\$122,000.00	100%
(2) Contractual Services		(2) State		
(3) Commodities	\$8,000.00	(3) Local		
(4) Equipment	\$3,000.00	(4) Other		
TOTAL	\$122,000.00	TOTAL	\$122,000.00	100%
12. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement:				
SCHEDULE A- Project Description		SCHEDULE D- Agreement of Understanding & Compliance		
SCHEDULE B- Budget Summary		SCHEDULE E- Schedule of Task by Quarters		
SCHEDULE C- Cost Summary Support Sheet		AGREEMENT AND AUTHORIZATION TO PROCEED		
All policies, terms, conditions, and provisions of the Subgrantee Manual, which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.				
13. Approved for Grantee:		14. Approved for Subgrantee:		
Signature	Date	Signature	Date	
Name: Kim Proctor		Name:		
Title: Director, Gov.'s Office of Highway Safety		Title:		

**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF PUBLIC SAFETY PLANNING**  
**OFFICE OF HIGHWAY SAFETY**

STATE CERTIFICATION AND ASSURANCE

**Assurance Requirement of Subgrant Recipients:**

In cooperation with the Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, subgrantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; then, the absolute result requirement is that the grantee, subgrantee or recipient must appropriately notify in writing, delivered to the DPSP-OHS grant manager, the OHS director and the DPSP executive director, as will thereby communicate sufficient advance notice of the planning stages for such an occurrence and which will further afford genuine opportunity for DPSP-OHS personnel to attend and to participate, if they so desire.

Failure of grantee, subgrantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for City of Starkville  
, which is the grantee, subgrantee, or recipient, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

\_\_\_\_\_  
Authorized Official's Signature (Grantee, Subgrantee or Recipient)

\_\_\_\_\_  
Date

Parker Wiseman  
(Typed or Printed Name)

Mayor, City of Starkville  
(Person's Organizational Title)

\* \* \* \* \*

*This original signed form must be returned to the Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.*

**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF PUBLIC SAFETY PLANNING**  
**OFFICE OF HIGHWAY SAFETY**

CERTIFICATION AND STANDARD ASSURANCE  
REQUIREMENT FOR:  
APPLICANT GRANTEEES AND SUBGRANTEEES

**CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR  
PURSUIT POLICIES**

When truly applicable and in full cooperation with the Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create their own such policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

Miss. Code Ann. § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the OHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, subgrantee, or recipient does not show compliance with the statute emphasized above, then the absolute result is

that the grantee, subgrantee or recipient is subject to the withholding of any state funding or state administered federal funding.

Failure of grantee, subgrantee or recipient to communicate the relevant policy that is required by statute will lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

*CERTIFICATION AND STANDARD ASSURANCE*

As the Authorized Official for City of Starkville \_\_\_\_\_ which is the grantee, subgrantee, or recipient, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

\_\_\_\_\_  
Authorized Official's Signature (Grantee, Subgrantee or Recipient)

\_\_\_\_\_  
Date

Parker Wiseman  
\_\_\_\_\_  
(Typed or Printed Name)

Mayor, City of Starkville  
\_\_\_\_\_  
(Person's Organizational Title)

\* \* \* \* \*

[ATTACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]

*This original signed form, together with the pertinent state, county or local emergency response and vehicular pursuit policies with training procedures must be returned to the Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.*

**ATTACHMENT**  
**LOCAL GOVERNMENTAL RESOLUTION**

(To be completed and attached  
to SCHEDULE D, "Agreement of  
Understanding and Compliance.")

**WHEREAS**, the Board of Alderman

(Governing Body of Unit of Government)

herein called the "**Applicant**" has thoroughly considered the problem addressed in the application (entitled) DUI Enforcement Network Coordinator 11-TA-231-1 and has reviewed the project described in the application; and

**WHEREAS**, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

**NOW THEREFORE BE IT RESOLVED BY THE**

Board of Alderman

(Governing Body of Unit of Government)

**IN OPEN MEETING ASSEMBLED IN THE CITY OF STARKVILLE MISSISSIPPI**  
**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AS FOLLOWS:**

1. That the project above is in the best interest of the Applicant and the general public.
2. That the Chief of Police (Name and Title of Representative) be authorized to file, in behalf of the applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$ \$110,000.00 (Federal Dollar Request) to be made to the Applicant defraying the cost of the project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of \$ -0- (Local Match Amount) as required by the project.
4. That the Project Director designated in the application form shall furnish or make arrangements for appropriate persons to furnish such information data, documents and reports pertaining to the project, if approved, as may be required by the Office of Highway Safety.
5. That certified copies of this resolution be included as part of the application referenced above.
6. That this resolution shall take effect immediately upon its adoption.

**DONE AND ORDERED IN OPEN MEETING BY:** \_\_\_\_\_

(Chairman/Mayor)

Commissioner/Councilman \_\_\_\_\_ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman \_\_\_\_\_ and, was duly adopted.

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

Attest: \_\_\_\_\_

Seal

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

## AGREEMENT AND AUTHORIZATION TO PROCEED

ACCEPTANCE OF CONDITIONS: It is understood and agreed by the undersigned that a grant received as a result of this application is subject to Public Law 89-564 (Highway Safety Act of 1966) and the Mississippi Code 1972 Annotated and all administrative regulations governing grants established by the U.S. Department of Transportation and the State of Mississippi. It is expressly agreed that this project constitutes an official part of the State's Highway Safety Programs and that said applicant agency will meet the requirements as set forth herein, including accompanying schedules A, B, C, D, and E, which are incorporated herein and made a part of this application. Authorization to proceed with this Highway Safety Project is requested.

<b>A. PROJECT DIRECTOR:</b>		
(1) NAME: (First-Middle-Last) Shawn Word	(2) TITLE: Sergeant	(3) ADDRESS: Starkville Police Department 101 Lampkin St. Starkville, MS 39759
(4) SIGNATURE:		(5) TELEPHONE NO.: 662-323-4131 Office 662-769-2724 Cell
<b>B. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT:</b>		
(1) NAME: (First-Middle-Last) Parker Wiseman	(2) TITLE: Mayor, City of Starkville	(3) ADDRESS: City of Starkville 101 E. Lampkin St. Starkville, MS 39759
(4) SIGNATURE:		(5) TELEPHONE NO.: 662-323-2525
<b>C. SUBMITTED BY:</b>		
(1) NAME: David B. Lindley		
(2) TITLE: Chief of Police, Starkville Police Department		
(3) SIGNATURE:		(4) DATE:
<b>PART III (For OHS Use Only)</b>		
1. DATE OF APPROVAL:	2. EFFECTIVE DATE:	3. SIGNATURE:
FEDERAL FUNDS OBLIGATED BY AGREEMENT: \$	5. PROJECT NO.:	Kim Proctor- Director Governor's Office of Highway Safety

26.

**APPROVAL OF THE GRANT AGREEMENT BETWEEN  
THE CITY OF STARKVILLE AND THE MISSISSIPPI  
OFFICE OF HIGHWAY SAFETY  
FOR AN OCCUPANT PROTECTION PROGRAM  
IN THE AMOUNT \$15,000.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Grant Agreement between The City of Starkville and the Mississippi Office of Highway Safety for an Occupant Protection Program in the amount of \$15,000.00," is enumerated, this consent item is thereby unanimously approved.



**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING  
OFFICE OF HIGHWAY SAFETY**

**STATE CERTIFICATION AND ASSURANCE**

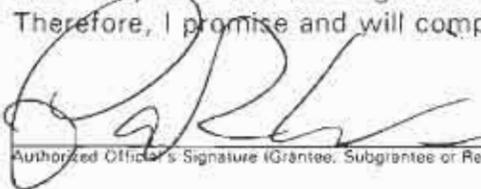
**Assurance Requirement of Subgrant Recipients:**

In cooperation with the Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, subgrantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; then, the absolute result requirement is that the grantee, subgrantee or recipient must appropriately notify in writing, delivered to the DPSP-OHS grant manager, the OHS director and the DPSP executive director, as will thereby communicate sufficient advance notice of the planning stages for such an occurrence and which will further afford genuine opportunity for DPSP-OHS personnel to attend and to participate, if they so desire.

Failure of grantee, subgrantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for City of Starkville  
, which is the grantee, subgrantee, or recipient, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

  
Authorized Official's Signature (Grantee, Subgrantee or Recipient)

5.18.10  
Date

Parker Wiseman  
[Typed or Printed Name]

Mayor, City of Starkville  
[Person's Organizational Title]

\* \* \* \* \*

*This original signed form must be returned to the Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.*

**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING  
OFFICE OF HIGHWAY SAFETY**

**CERTIFICATION AND STANDARD ASSURANCE  
REQUIREMENT FOR:  
APPLICANT GRANTEES AND SUBGRANTEES**

**CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR  
PURSUIT POLICIES**

When truly applicable and in full cooperation with the Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create their own such policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

Miss. Code Ann. § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the OHS master file for grants.

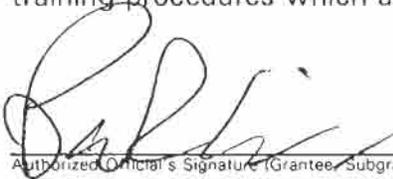
During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, subgrantee, or recipient does not show compliance with the statute emphasized above, then the absolute result is

that the grantee, subgrantee or recipient is subject to the withholding of any state funding or state administered federal funding.

Failure of grantee, subgrantee or recipient to communicate the relevant policy that is required by statute will lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

*CERTIFICATION AND STANDARD ASSURANCE*

As the Authorized Official for City of Starkville, which is the grantee, subgrantee, or recipient, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

  
Authorized Official's Signature (Grantee, Subgrantee or Recipient)

5-18-10  
Date

Parker Wiseman  
[Typed or Printed Name]

Mayor, City of Starkville  
[Person's Organizational Title]

\* \* \* \* \*

[ATTACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]

*This original signed form, together with the pertinent state, county or local emergency response and vehicular pursuit policies with training procedures must be returned to the Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.*

**ATTACHMENT**  
**LOCAL GOVERNMENTAL RESOLUTION**

(To be completed and attached  
to SCHEDULE D, "Agreement of  
Understanding and Compliance.")

**WHEREAS**, the Board of Alderman

(Governing Body of Unit of Government)

herein called the "**Applicant**" has thoroughly considered the problem addressed in the application (entitled) Occupant Protection 11-OP-231-1 and has reviewed the project described in the application; and

**WHEREAS**, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

**NOW THEREFORE BE IT RESOLVED BY THE**

Board of Alderman

(Governing Body of Unit of Government)

**IN OPEN MEETING ASSEMBLED IN THE CITY OF STARKVILLE MISSISSIPPI**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AS FOLLOWS:**

1. That the project above is in the best interest of the Applicant and the general public.
2. That the Chief of Police \_\_\_\_\_ be authorized to file, in behalf of the applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$ \$15,000.00 to be made to the Applicant defraying the cost of the project described in the application.  
(Name and Title of Representative)  
(Federal Dollar Request)
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of \$ 0 as required by the project.  
(Local Match Amount)
4. That the Project Director designated in the application form shall furnish or make arrangements for appropriate persons to furnish such information data, documents and reports pertaining to the project, if approved, as may be required by the Office of Highway Safety.
5. That certified copies of this resolution be included as part of the application referenced above.
6. That this resolution shall take effect immediately upon its adoption.

**DONE AND ORDERED IN OPEN MEETING BY:** \_\_\_\_\_

(Chairman/Mayor)

Commissioner/Councilman \_\_\_\_\_ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman \_\_\_\_\_ and, was duly adopted.

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

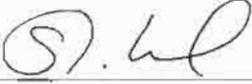
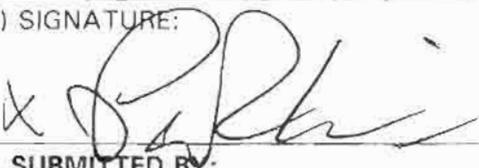
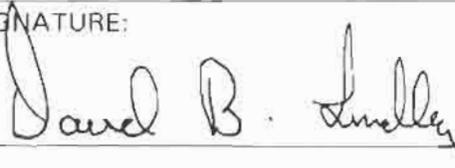
**Attest:** \_\_\_\_\_

**Seal**

**By:** \_\_\_\_\_

## AGREEMENT AND AUTHORIZATION TO PROCEED

ACCEPTANCE OF CONDITIONS: It is understood and agreed by the undersigned that a grant received as a result of this application is subject to Public Law 89-564 (Highway Safety Act of 1966) and the Mississippi Code 1972 Annotated and all administrative regulations governing grants established by the U.S. Department of Transportation and the State of Mississippi. It is expressly agreed that this project constitutes an official part of the State's Highway Safety Programs and that said applicant agency will meet the requirements as set forth herein, including accompanying schedules A, B, C, D, and E, which are incorporated herein and made a part of this application. Authorization to proceed with this Highway Safety Project is requested.

<b>A. PROJECT DIRECTOR:</b>		
(1) NAME: (First-Middle-Last) Shawn Word	(2) TITLE: Sergeant	(3) ADDRESS: Starkville Police Department 101 E. Lampkin St. Starkville, MS 39759
(4) SIGNATURE: 		(5) TELEPHONE NO.: 662-769-2724 Cell 662-323-4131 Office
<b>B. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT:</b>		
(1) NAME: (First-Middle-Last) Parker Wiseman	(2) TITLE: Mayor	(3) ADDRESS: City of Starkville 101 E. Lampkin St. Starkville, MS 39759
(4) SIGNATURE: 		(5) TELEPHONE NO.: 662-323-2525
<b>C. SUBMITTED BY:</b>		
(1) NAME: David B. Lindley		
(2) TITLE: Chief of Police		
(3) SIGNATURE: 		(4) DATE: 5.18.2010
<b>PART III (For OHS Use Only)</b>		
1. DATE OF APPROVAL: 	2. EFFECTIVE DATE:	3. SIGNATURE:
FEDERAL FUNDS OBLIGATED BY AGREEMENT: \$	5. PROJECT NO.:	Kim Proctor- Director Governor's Office of Highway Safety

27.

**APPROVAL OF THE GRANT AGREEMENT BETWEEN  
THE CITY OF STARKVILLE AND THE DEPARTMENT OF PUBLIC SAFETY  
FOR A HOMELAND SECURITY - LAW ENFORCEMENT  
TERRORISM PREVENTION PROGRAM  
IN THE AMOUNT \$40,000.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Grant Agreement between The City of Starkville and the Department of Public Safety for a Homeland Security - Law Enforcement Terrorism Prevention Program in the amount of \$40,000.00," is enumerated, this consent item is thereby unanimously approved.



STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HOMELAND SECURITY

HALEY R. BARBOUR  
GOVERNOR

STEPHEN B. SIMPSON  
COMMISSIONER

LAW ENFORCEMENT TERRORISM PREVENTION GRANT PROGRAM AWARD

DATE OF AWARD: March 9, 2010 GRANT NO: 09LE347

SUB-GRANTEE: CITY OF STARKVILLE

PROGRAM NAME: Fiscal Year 09 ODP Homeland Security Grant Program

GRANT PERIOD: 10/01/2009 to 03/31/2011

AWARD AMOUNT: \$40,000.00

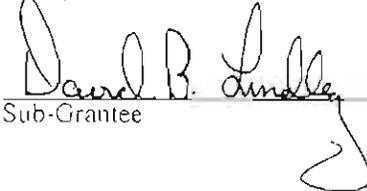
Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at [www.dhs.gov](http://www.dhs.gov). These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

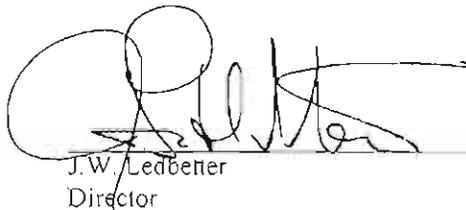
The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

  
Sub-Grantee

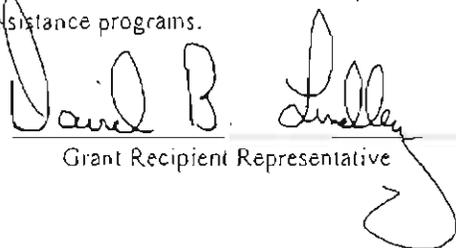
03.25.2010  
Date

  
J.W. Ledbetter  
Director

Date

### GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is barred or suspended from participating in Federal assistance programs.

  
Grant Recipient Representative

03.25.2010  
Date

28.

**APPROVAL OF THE STATE CONTRACT PURCHASE OF NINE IN-CAR  
CAMERA SYSTEMS AND A VIEWING STATION  
WITH A TOTAL COST OF THE AMOUNT \$39,993.41**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to purchase 9 in-car camera systems and a viewing station from State Contract, at a total cost of \$39,993.41," is enumerated, this consent item is thereby unanimously approved.

29.

**APPROVAL TO ACCEPT THE LOW QUOTE SUBMITTED  
BY HANSON PIPE AND PRECAST IN THE AMOUNT OF \$5,688.00  
FOR THE SUDDUTH ROAD SEWER PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to accept the low quote in the amount of \$5,688.00, submitted by Hanson Pipe and Precast for the Sudduth Road Sewer Project," is enumerated, this consent item is thereby unanimously approved.

<b>NAME</b>	<b>QUOTE AMOUNT</b>	<b>APPARENT BEST QUOTE</b>
Hanson Pipe and Precast	\$5,688.00	Apparent Best Quote
Lee's Precast Concrete	\$5,863.00	

30.

**APPROVAL TO ACCEPT THE LOWEST QUOTE IN THE  
AMOUNT OF \$27,104.00 SUBMITTED BY BK EDWARDS FABRICATION  
AND WELDING TO INSTALL FOUNDATIONS  
AND PIPING FOR NEW PUMPS AT THE SAND ROAD  
PUMP STATION, AND TO ISSUE A NOTICE  
TO PROCEED FOR THE INSTALLATIONS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and unanimously approved by the Board, to approve the September 07, 2010 Official Agenda with no objections to consent items, whereby the "approval to accept the lowest quote in the amount of \$27,104.00, submitted by BK Edwards Fabrication and Welding to install foundations and piping for new pumps at the Sand Road Pump Station, and to issue a Notice to Proceed," is enumerated, this consent item is thereby unanimously approved.

**END CONSENT ITEMS**

31.

**A MOTION TO APPROVE THE MINUTES OF THE  
AUGUST 3, 2010 REGULAR MEETING OF THE  
MAYOR AND BOARD OF ALDERMEN**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Roy A'. Perkins, to approve the minutes of the August 3, 2010 meeting of the Mayor and Board of Aldermen, the Board voted unanimously in favor of the motion to approve the minutes of the August 3, 2010 Regular Meeting of the Mayor and Board of Aldermen, with corrections to

1. the Public Hearing Section of the Minutes correcting 4088 acres to 4.88 acres and
2. correcting Motion #29 code section 37-7-13 to 31-7-13 .

**MAYOR AND BOARD COMMENTS**

**Mayor Parker Wiseman** introduced the newest firefighter Adam Folmer.

**Alderman Jeremiah Dumas** presented the Employee of the Month for September 2010 - Sergeant Shawn Word of the Police Department.

**Alderman Roy A'. Perkins** commented on the proposed 2011 budget and the proposed tax increase. He explained the reduction revenue projection as being unjustified. He spoke to the added expense of creating three new positions as being unwarranted. He elaborated on the need to reorganize the Sanitation Department as being unnecessary. Alderman Perkins also spoke against building a \$100,000.00 contingency line item into the Budget while at the same time adding an additional \$100,000.00 to ending fund. He also pointed out the almost \$50,000.00 of unallocated funds, and the unfairness of the salary inequity adjustments. He informed the Board that he would like to see a 1.75% pay increase across the board.

**Alderman Sandra Sistrunk** spoke on the comments made by Alderman Perkins regarding the proposed 2011 budget and the proposed tax increase explaining the need for a contingency line item and the increase in ending fund. She explained the unallocated funds as equipment not identified in other areas of the budget, and salary inequities as being long overdue.

**Alderman Henry Vaughn, Sr.**, clarified his reasons for voting against the proposals presented as being the tax increase, and not outside contributions

**CITIZEN COMMENTS**

**Mr. Alvin Turner** ward 7, posed the question “did you take an oath to do what you want to do?” He also stated that “if it’s not broke don’t fix it, BUT fix what is broken.” Mr.

Turner noted that Sanitation is doing fine, Public Works is doing fine. He complained that we got people that don't know how to talk to people. Mr. Turner charged the Sidewalk committee to make sidewalks ADA compliant. He also reflected on the last administration stating that we didn't have all these problems when it came to the budget.

**Mr. Robbie Ward** resident of ward 1; ask the board to remain firm in the city's commitment to creating a walkable, bikeable Starkville. He commented on the phrase "The sidewalk to nowhere" as being of a negative view and gave an alternative view of "sidewalks that don't connect just yet." If you allow for a variance in the sidewalk ordinance you crumble the integrity of it.

**Ms. Jamie Mixon** president Starkville Central Neighborhood Foundation is of the opinion that allowing a variance will open the proverbial Pandora's Box. Encourage the Board to not be bullied or steered away from the vision stated for Starkville.

**Peter Vain** ward 2; stated the importance of sidewalk connectivity.

**Jim Gafford** ward 5; agreed that "the sidewalk to nowhere view" is very short sighted. .

**Chris Taylor** ward 7; introduced the concern of school board meetings. He explained the need to change the time of the school board meetings because they coincide with the Board of Aldermen meeting. The Board directed City Attorney Chris Latimer to research the legality of changing the School Board meeting.

**Kenna Walsh** ward 3; stated that sidewalks make Starkville healthier.

**Randall McMillen** expressed an idea of making the Senior Center as accessible as possible. He also believes that a tax increase is necessary.

**Mr. Steve Demarius** ward 5; commended the Board and encouraged them to continue to move forward.

**Ms. Bethany Stitch** ward 1; commented on the value of sidewalks vs the cost of sidewalks.

**Mr. Mark Duncan** ward 1; provided information regarding GTPDD's 9.2 million dollar assets.

**Mr. Stan Shurden, owner of the Dirt Company;** suggested that if the GTPDD complies with city ordinance and put in a sidewalk, the city build a bridge and extend the sidewalk

**Ms. Mary Lee Beal** ward 1; informed the Board that once you grant a variance, you open the door and it's hard to say "no" after the door has been opened. Ms. Beal also spoke in support of a tax increase.

**Mr. Mike Okhuysen** ward 5; told the Board that recycling and composting saves money, but participation is needed. He also explained that sidewalks are great, but it does not replace mass transit.

**Mr. Joe Fratesi** ward 3; stated that, the easy part is passing an ordinance, the hard part is enforcing it. He was also supportive of increasing taxes to increase the overall quality of life.

**Mr. Greg Russell** stated that granting variances allows for sidewalks to nowhere.

**Mr. Ron Walker** ward 1; voiced that cutting funding to the library is ludicrous, and that the city should raise taxes every year up to the state allowed amount.

**Mr. Richard Mullenax** ward 5; informed the Board that the County is raising taxes and the City need to raise taxes as well.

**Ms. Sarah Sue Paul** stated that the library is important and without it quality of life suffers.

**Mr. Chris Scarbrough** ward 2; spoke in support of the Library; encouraged the Board to stand firm on the sidewalk ordinance; and increase taxes if necessary.

#### PUBLIC APPEARANCES

**Mr. Rudy Johnson, Director of Golden Triangle Planning and Development District** addressed the Board regarding the sidewalks being mandated by ordinance for a proposed development in the Industrial Park area.

The Board discussed the possibility of exempting the Industrial Park area from the sidewalk requirement.

#### PUBLIC HEARING

**Alderman Ben Carver** recused himself from the Public Hearing on the Budget.

**Alderman Sandra Sistrunk** introduced the 2011 Budget by giving an overview of items contained therein.

**The Mayor** opened the floor for comments from the public.

**Mr. Alvin Turner** spoke against the reorganization of the Sanitation Department

**Mr. Chris Taylor** spoke against raising taxes at this time. He spoke in favor of pay raises across the board and in favor of outside contributions being funded at the same level or more.

**Mr. David Vanlandingham** ward 5; spoke in favor of increasing the Humane Society's level of funding.

**Mr. Jim McKell** ward 5; spoke in favor of increasing taxes to fund a new City Hall.

**Mr. Milo Burnham** ward 2; spoke in favor of moving Starkville forward.

**Alderman Jeremiah Dumas** commended Alderman Sandra Sistrunk for her hard work in preparing the Budget.

**Alderman Henry Vaughn, Sr.**, commented on the lack of need in raising taxes, the city not being adversely affected by the fire rating, internal inequity list not being fairly determined, and his agreement with outside contributions being funded at current levels.

**Mayor Wiseman** concluded the Public Hearing on the 2011 Budget.

**32.**

**A MOTION TO REMOVE THE PREVIOUSLY APPROVED ON CONSENT ITEM XI-J-3; THE REQUEST FOR APPROVAL TO ISSUE A NOTICE TO PROCEED TO BK EDWARDS**

There came for consideration the matter of removing an item from the previously approved Consent Agenda. After discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey and unanimously approved by the Board to remove from consent and to place on the agenda in its former location item XI-J-3; the request for approval to accept the low quote in the amount of \$27,104.00 submitted by BK Edwards Fabrication and Welding to install foundations and piping for new pumps at the Sand Road Pump Station, and to issue a Notice to Proceed.

**33.**

**A MOTION TO APPOINT GREG RUSSELL TO THE STORM WATER HEARING BOARD**

There came for consideration the matter of making an appointment to the Storm Water Hearing Board. After discussion, and

upon the motion of Alderman Ben Carver, duly seconded by Alderman Eric Parker to appoint Greg Russell to the Storm Water Hearing Board, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Nay</u>
Alderman Eric Parker	voted: <u>Yea</u>

Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

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

**Report from Sign Ordinance Committee - Ward 5 Alderman, Jeremiah Dumas,** introduced the Sign Ordinance and explained the changes being proposed.

**Report on the Status of the Carver Drive Ditch Project - City Engineer Edward Kemp** made a report to the Board on the status of the Carver Drive Ditch Project.

Alderman Ben Carver exited the meeting.

**34.**

**A MOTION TO APPROVE RENAMING THE SANITATION DEPARTMENT TO BECOME THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT AND THAT LANDSCAPE AND LANDFILL DIVISIONS OF PUBLIC SERVICES DEPARTMENT TOGETHER WITH ALL MATTERS AND EQUIPMENT PERTAINING TO THE LANDSCAPE AND LANDFILL DIVISIONS BE PLACE UNDER THE SUPERVISION OF THE SANITATION DEPARTMENT HEAD EFFECTIVE OCTOBER 1, 2010**

There came for consideration the matter of renaming the Sanitation Department to become the Sanitation and Environmental Services Department and that Landscape and Landfill Divisions of Public Services Department together with all matters and equipment pertaining to the Landscape and Landfill Divisions be placed under the supervision of the Sanitation Department Head effective October 1, 2010. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas to rename the Sanitation Department to become the Sanitation and Environmental Services Department and that Landscape and Landfill Divisions of Public Services Department together with all matters and equipment pertaining to the Landscape and Landfill Divisions be placed under the supervision of the Sanitation Department Head effective October 1, 2010, the Board voted as follows:

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

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

**35.**

**A MOTION TO APPROVE THE ESTABLISHMENT OF A POLICY TO USE THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES' POVERTY GUIDELINES FOR A FAMILY OF THREE TO SET MINIMUM WAGES FOR EMPLOYEES OF THE CITY OF STARKVILLE AND THAT THE CITY OF STARKVILLE AND THAT THE CITY OF STARKVILLE MINIMUM WAGES BE ADJUSTED AS NECESSARY AT THE BEGINNING OF EACH FISCAL YEAR TO REFLECT CURRENT FEDERAL POVERTY LEVELS EFFECTIVE OCTOBER 1, 2010**

There came for consideration the matter of establishing a Policy that uses the United States Department of Health and Human Services' Poverty Guidelines for a family of three to set minimum wages for employees of the City of Starkville and that the City of Starkville and that the City of Starkville minimum wages be adjusted as necessary at the beginning of each fiscal year to reflect current federal poverty levels effective October 1, 2010. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas, authorizing and approving the establishment of a Policy that uses the United States Department of Health and Human Services' Poverty Guidelines for a family of three to set minimum wages for employees of the City of Starkville and that the City of Starkville and that the City of Starkville minimum wages be adjusted as necessary at the beginning of each fiscal year to reflect current federal poverty levels effective October 1, 2010, the Board voted as follows:

Alderman Ben Carver	voted: <u>Recusal</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>Yea</u>

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

**36.**

**A MOTION TO APPROVE INTERNAL EQUITY ADJUSTMENTS AND FEDERAL POVERTY LEVEL ADJUSTMENTS AS SUBMITTED BY THE PERSONNEL OFFICER BE INCLUDED IN THE BUDGET FOR FISCAL YEAR 2011**

There came for consideration the matter of internal equity adjustments and federal poverty level adjustments as submitted by the personnel officer be included in the budget for fiscal year 2011. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas to approve internal equity adjustments and federal poverty level adjustments as submitted by the personnel officer to be included in the budget for fiscal year 2011.

**36a.** Alderman Roy A'. Perkins offered a motion to table the pending motion, it was duly seconded by Alderman Henry Vaughn, Sr., The Board voted as follows:

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

Having failed to receive a majority affirmative vote of those members present and voting, the Mayor declared the motion failed.

The Mayor called for the vote on the original motion. The Board voted as follows:

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

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

**37.**

**A MOTION TO APPROVE THE CONTRACT FOR  
CITY ATTORNEY CHRIS LATIMER**

There came for consideration the matter of contract considerations for City Attorney Chris Latimer for fiscal year 2011, after discussion, and

upon the motion of Alderman Henry Vaughn Sr., duly seconded by Alderman Jeremiah Dumas, to approve the contract presented with \$105.00 per hour; \$55.00 per hour for paralegal services; cap stays in place as current, the Board voted as follows:

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

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

**CITY OF STARKVILLE  
CONTRACT FOR LEGAL SERVICES**

**MITCHELL, McNUTT & SAMS, P.A.**

**September 22, 2010 - September 22, 2011**

**DESCRIPTION OF SERVICES:** This firm, through Christopher J. Latimer, proposes to serve as general counsel to the Mayor and Board of Aldermen of the city of Starkville, which will include the following:

1. Provide legal counsel on administration of municipal government, the exercise of municipal authority and police power, the preparation of official actions of the Mayor and Board of Aldermen, review of minutes, and attendance at regular and special meetings of the Board of Aldermen and Starkville Planning and Zoning Commission.

2. Serve as litigation counsel for the protection of the municipality and its public officials against liability; representation in state and federal courts and before administrative boards and commissions.

3. Legal services and advice regarding labor and employment, municipal taxation and finance, purchasing and government contracts, and environmental regulations and other general and/or routine legal issues. Such services will be upon demand and provided only at the request of those persons authorized by the Mayor and Board of Aldermen.

4. Legal services and advice regarding the issuance of bonds and other debt instruments by the City.

5. Rates for legal services will be as follows:

- \$105/hour for attorneys, capped at \$95,000 yearly for non-litigated matters<sup>1</sup> unless additional expenditures are expressly approved by the Starkville Board of Alderman.
- \$55/hour for paralegals to be counted towards the cap.

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<sup>1</sup> Litigated matters not covered through the City's insurance will be billed at \$105/hour outside the cap. Litigated matters covered by the City's insurance will be billed to the City at \$105/hour outside the cap up to the amount of the City's deductible. Then the City Attorney will bill the insurer directly at a negotiated rate.

- The City will not be charged for any time or expenses incurred for counsel's travel between Columbus and Starkville.

6. In addition to the fees listed above, fees for legal services as counsel for the issuer on bonds and other debt instruments will be at \$190/hour. This fee will include, among other things, drafting the opinion letter validating the legality of the bond and overseeing validation proceedings in Chancery Court. Out-of-pocket expenses, including cost of publication and filing fees, will be billed separately. All bond fees will be outside of the yearly cap.

7. The Mayor and Board of Aldermen reserve the right to employ other counsel for any matter if such action is deemed to be in the best interest of the City of Starkville.

8. This proposal does not include legal services as municipal prosecutor, municipal public defender or municipal judge or services related to municipal court, as such services are performed by other independent counsel retained by the City.

9. It is the goal of this firm to provide legal services to the City of Starkville for the next budget year within a predetermined level as established by the administration and the Board of Aldermen.

MITCHELL, McNUTT & SAMS, P.A.

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

APPROVED BY BOARD OF ALDERMEN on the \_\_\_\_ day of September, 2010.

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

Sandra Sistrunk, Alderman &  
Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Markeeta Outlaw, City Clerk

\_\_\_\_\_  
Parker Wiseman, Mayor

**A Report from the Transportation Committee** - presented by Ms. Bethany Stitch, Mr. Alvin Turner, Mr. and Mr. Jim Gafford.

**38.**

**A MOTION TO APPROVE DELETING AGENDA ITEM X-N  
REGARDING DISCUSSION CONCERNING  
THE PROPOSED BUDGET AND THE PROPOSED TAX INCREASE**

There came for consideration the matter of the deleting from the agenda discussions relative to the proposed budget and the proposed tax increase. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Sandra Sistrunk to delete from the September 7, 2010 Official Agenda Item X-N, discussions regarding the Proposed 2011 Budget and the Proposed 2011 Tax Increase. The Board unanimously voted in favor of the motion.

**39.**

**A MOTION TO APPROVE MODIFYING THE SCOPE OF WORK  
FOR THE HOSPITAL ROAD PROJECT TO INCLUDE  
ELIMINATING THE 5' BIKE LANE  
AND 3' PEDESTRIAN WALKWAY ON THE NORTH SIDE**

There came for consideration the matter of the 5 feet bike lane and 3 feet pedestrian walkway included in the Hospital Road Project. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Henry Vaughn, Sr. to eliminate the five feet bike lane and the three feet pedestrian walkway from the north side of the Hospital Road Project. The Board voted as follows:

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>Nay</u>
Alderman Jeremiah Dumas	voted: <u>Nay</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having failed to receive a majority affirmative vote of those members present and voting, the Mayor declared the motion failed.

Alderman Ben Carver exited the meeting.

**40.**

**A MOTION TO APPROVE CLAIMS  
FOR THE FIRE DEPARTMENT FOR THE  
PERIOD ENDING SEPTEMBER 3, 2010**

There came for consideration the matter of approving claims submitted by the City of Starkville's Fire Department. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to approve the Fire Department Claims for the period ending September 3, 2010, the Board voted as follow:

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

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

FIRE DEPARTMENT CLAIMS  
PERIOD ENDING SEPTEMBER 3, 2010  
DOCKET #09-07-10-A

FIRE FUND	001	\$13,575.69
RESTRICTED FIRE	003	0
FIRE STATION #5	306	0
	<b>TOTAL</b>	<b>\$13,575.69</b>

Alderman Ben Carver rejoins the meeting.

**41.**

**A MOTION TO APPROVE THE SELF FUNDED PROPOSAL FOR  
CITY PROVIDED HEALTH CARE FOR FISCAL YEAR 2011  
WITH 100,000.00 / 100% AS SUBMITTED  
BY BLUE CROSS BLUE SHIELD OF MISSISSIPPI  
WITH AN EFFECTIVE DATE OF OCTOBER 1, 2010**

There came for consideration the matter of Health Insurance for City Employees for the 2011 Fiscal Year. After discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Henry Vaughn, Sr., to approve the Self-Funded Proposal for City Provided Health Care Services for Fiscal Year 2011 at 100,000.00 with 100% reinsurance as submitted by Blue Cross Blue Shield of Mississippi with an effective date of October 1, 2010. The Board unanimously voted in favor of the motion.

TYPE	ENR	FULLY INSURED		SELF-FUNDED - 125% LIABILITY			SELF-FUNDED - 100% EXPECTED		
		CURRENT	RENEWAL	\$100,000	\$75,000	\$50,000	\$100,000	\$75,000	\$50,000
ACTIVE EMPLOYEES	282	\$295.73	\$340.09	\$347.99	\$348.17	\$350.29	\$295.36	\$298.84	\$305.20
FAMILY	19	\$831.86	\$956.64	\$916.94	\$917.85	\$910.90	\$772.21	\$782.19	\$786.90
FAMILY PAYS		\$536.13	\$616.55	\$568.95	\$569.68	\$560.61	\$476.85	\$483.35	\$481.70
CITY PAYS		\$83,395.86	\$95,905.38	\$98,133.18	\$98,183.94	\$98,781.78	\$83,291.52	\$84,272.88	\$86,066.40
ANNUAL		\$1,000,750.32	\$1,150,864.56	\$1,177,598.16	\$1,178,207.28	\$1,185,381.36	\$999,498.24	\$1,011,274.56	\$1,032,796.80

**MONTHLY RATES BASED ON CURRENT BENEFIT SCHEDULE**

\$500 / 80% / \$2500  
 \$25 / \$40 DR COPAY  
 \$10 / \$25 / \$50 / \$100 COPAY  
 \$0 RX CYD

**Alderman Vaughn** exited the meeting

**42.**

**A MOTION TO APPROVE AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE TVA PILOT SEASONAL DEMAND & ENERGY RATE AND TIME DIFFERENTIATED HOURS OF USE OF DEMAND RATE CONTRACT FOR A 12 MONTH PERIOD**

There came for consideration the matter of a TVA Pilot Seasonal Demand & Energy Rate and Time Differentiated Hours of Use of Demand Rate Contract. After discussion, and

upon the motion Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to authorize the Mayor to sign and execute the TVA Pilot Seasonal Demand & Energy Rate and Time Differentiated Hours of Use of Demand Rate Contract for a 12 month period. The Board voted as follows:

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>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>absent</u>

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

**AGREEMENT**  
**Between**  
**CITY OF STARKVILLE, MISSISSIPPI**  
**And**  
**TENNESSEE VALLEY AUTHORITY**

Date: \_\_\_\_\_ TV-48326A, Supp. No. \_\_\_\_

THIS AGREEMENT, made and entered into between CITY OF STARKVILLE, MISSISSIPPI (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

**W I T N E S S E T H:**

WHEREAS, TVA and Distributor have entered into a contract dated February 8, 1978, as amended (Power Contract), under which Distributor purchases its entire requirements for electric power and energy from TVA for resale; and

WHEREAS, TVA and Distributor wish to cooperate in making Time Differentiated Hours Use of Demand (TD HUD) rates and Pilot Seasonal Demand and Energy (SDE) rates available as alternatives to General Power or Manufacturing Service rates for qualifying customers of Distributor for a 12-month period; and

WHEREAS, the parties wish to supplement and amend the Power Contract to provide for the application of the TD HUD rates and SDE rates to Distributor's customers that elect such alternative rates;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and subject to the provisions of the TVA Act, the parties agree as follows:

**SECTION 1 – TERM OF AGREEMENT**

This agreement shall become effective as of the date first above-written and will continue until the expiration or termination of each Company Agreement provided for in section 2 below.

**SECTION 2 – COMPANY AGREEMENTS**

For each customer (Company) to which Distributor supplies power under TD HUD rates or SDE rates, as they may be modified, changed, replaced, or adjusted from time to time, Distributor shall enter into an appropriate agreement (Company Agreement) amending Company's power supply contract with Distributor in the respects necessary to provide for Company to be billed at TD HUD rates or SDE rates, whichever is applicable, in lieu of the otherwise applicable General Power or Manufacturing Service rate schedule. All such Company Agreements shall be for a term of 12 months and shall

become effective no earlier than October 1, 2010, and no later than March 1, 2011. The parties recognize and agree that Distributor shall supply power under TD HUD rates and SDE rates only to those customers that satisfy the "Availability" requirements of the applicable rate schedule specified in section 3 of this agreement.

If, under previous arrangements with TVA, Distributor has entered into an agreement with a Company (Previous Agreement) providing for the Company to be billed under TD HUD rates, said Previous Agreement may be extended or renewed for a 12-month term, effective upon its expiration.

### **SECTION 3 - PILOT RATE SCHEDULES**

The following schedules (attached as Exhibit A and referred to collectively as "Pilot Schedules" and individually as "Pilot Schedule"):

- (a) Time Differentiated Hours Use Of Demand General Power Rate--  
Schedule TDGSB,
- (b) Time Differentiated Hours Use Of Demand General Power Rate--  
Schedule TDGSC,
- (c) Time Differentiated Hours Use Of Demand General Power Rate--  
Schedule TDGSD,
- (d) Time Differentiated Hours Use Of Demand Manufacturing Service Rate--  
Schedule TDMSB,
- (e) Time Differentiated Hours Use Of Demand Manufacturing Service Rate--  
Schedule TDMSC,
- (f) Time Differentiated Hours Use Of Demand Manufacturing Service Rate--  
Schedule TDMSD,
- (g) Pilot Seasonal Demand and Energy General Power Rate--Schedule PSGSB,
- (h) Pilot Seasonal Demand and Energy General Power Rate--Schedule PSGSC,
- (i) Pilot Seasonal Demand and Energy General Power Rate--Schedule PSGSD,
- (j) Pilot Seasonal Demand and Energy Manufacturing Service Rate--  
Schedule PSMSB,
- (k) Pilot Seasonal Demand and Energy Manufacturing Service Rate--  
Schedule PSMSC,
- (l) Pilot Seasonal Demand and Energy Manufacturing Service Rate--  
Schedule PSMSD,

are made a part of this agreement and of the Schedule of Rates and Charges to the Power Contract. Further, the Supplemental Adjustment Addendum applicable to the TDHUD rates and the Supplemental Adjustment Addendum applicable to the SDE rates (attached collectively as Exhibit B) are made part of this agreement and of the Adjustment Addendum to Schedule of Rates and Charges for Distributor dated October 1, 2009 (Adjustment Addendum). Notwithstanding anything appearing in the Power Contract to the contrary, during the term of this agreement, Distributor shall bill each Company for power and energy made available to the Company in accordance with the Pilot Schedule applicable to that Company (together with the currently effective Adjustment Addendum as supplemented to cover the Pilot Schedules), as such Pilot Schedule may be further adjusted, changed, modified, or replaced from time to time.

## **SECTION 4 - WHOLESALE BILLING**

4.1 Riders to Wholesale Rate Schedule. Wholesale Power Rate--Schedule WS, in the Schedule of Rates and Charges to the Power Contract (Schedule WS), is hereby amended by (a) adding to the "Demand and Energy Charges" of Schedule WS the charges for the Pilot Schedules listed in the Riders to said Schedule WS (Riders) attached to this agreement collectively as Exhibit C, and (b) revising the section headed "Adjustments" in said Schedule WS as described in the Rider applicable to the TDHUD rates. The Riders are made a part of this agreement and of Schedule WS.

4.2 Wholesale Charges. In calculating the wholesale bill each month for Distributor, the charges set out in the attached Riders (together with the currently effective Adjustment Addendum as supplemented to cover the Pilot Schedules) will be applied to demand and energy amounts resold by Distributor under each Pilot Schedule.

## **SECTION 5 - BILLING DATA**

5.1 TVA Billing Analysis. It is recognized and agreed that TVA shall perform monthly meter-reading services and billing data analysis (Billing Analysis) with respect to the amounts of power and energy supplied by Distributor to each Company. Accordingly, each month TVA shall, as soon as practicable after the scheduled meter-reading date for each Company, furnish to Distributor the information regarding the amounts of power and energy taken by each Company and such other information as may be necessary for Distributor to calculate each Company's monthly bill and to meet its obligations under 5.2 below.

5.2 Billing Data Supplied by Distributor. To facilitate TVA's preparation of the bill to Distributor for power and energy made available under the Power Contract, each month Distributor shall furnish to TVA a copy of Distributor's bill to each Company for power and energy made available under the applicable Pilot Schedule when it is rendered and such other information related to each Company's power and energy takings as TVA may require.

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

**CITY OF STARKVILLE, MISSISSIPPI**

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

**TENNESSEE VALLEY AUTHORITY**

By \_\_\_\_\_  
Senior Vice President  
Commercial Operations and Pricing

43.

**A MOTION TO ACCEPT THE LOWEST QUOTE  
IN THE AMOUNT OF \$11,830.00 SUBMITTED BY FALCON CONTRACTING  
TO REPAIR AND LEVEL FAILING AREAS IN NEW PAVEMENTS ON  
MONTGOMERY STREET AND WHITFIELD STREET, AND TO  
ISSUE A NOTICE TO PROCEED WITH REPAIRS**

There came for consideration the matter of repairing failing areas in new pavements on Montgomery Street and Whitfield Street, after discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Jeremiah Dumas, to accept the low quote in the amount of \$11,830.00 submitted by Falcon Contracting to repair and level failing areas in new pavements of Montgomery Street and Whitfield Street, and to Issue a Notice to Proceed. The Board voted as follows:

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>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>absent</u>

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

NAME	MONT. ST.	WHITFIELD ST.	TOTAL QUOTE	APPARENT BEST QUOTE
Falcon Contracting Co.	\$6,630.00	\$5,200.00	\$11,830.00	Apparent Best Quote
APAC, Inc.	\$6,204.12	\$5,926.00	12,130.12	

**Alderman Parker recused himself for the next item up for consideration.**

44.

**A MOTION TO ACCEPT THE LOWEST QUOTE IN THE  
AMOUNT OF \$27,104.00 SUBMITTED BY BK EDWARDS FABRICATON  
AND WELDING TO INSTALL FOUNDATIONS AND PIPING FOR NEW  
PUMPS AT THE SAND ROAD PUMP STATION, AND TO  
ISSUE A NOTICE TO PROCEED WITH INSTALLATIONS**

There came for consideration the matter of installing foundations and piping for new pumps at the Sand Road Pump Station, and issuance of a Notice to Proceed, after discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk to accept the low quote in the amount of \$27,104.00 submitted by BK Edwards

Fabrication and Welding to install foundations and piping for new pumps at the Sand Road Pump Station, and to issue a Notice to Proceed with the installation. The Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>recusal</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>absent</u>

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

NAME	QUOTE AMOUNT	APPARENT BEST QUOTE
BK Edwards Fabrication and Welding	\$27,104.00	Apparent Best Quote
Vernon Plumbing Contractors	\$69,000.00	
Brislin, Inc.	\$74,800.00	

45.

**A MOTION TO RECESS UNTIL  
5:30 P.M. ON SEPTEMBER 15, 2010**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A'. Perkins, the Board unanimously approved the motion to recess until Tuesday, September 15, 2010, at 5:30 p.m. Meeting will be 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