

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

**The City of Starkville, Mississippi
December 21, 2010**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on December 21, 2010, at 5:30 p.m. in the Courtroom of City Hall, located at 101 Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Alderman Ben Carver Ward 1, Sandra C. Sistrunk Ward 2, Eric Parker Ward 3, Richard Corey Ward 4, Jeremiah Dumas Ward 5, Roy A.' Perkins Ward 6, and Henry N. Vaughn Sr., Ward 7. Attending the Mayor and Board were Deputy City Clerk, Emma Gibson-Gandy and Municipal Attorney Chris Latimer.

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

REQUEST REVISION TO THE OFFICIAL AGENDA

Alderman Roy A'. Perkins requested the following changes to the December 21, 2010 Official Agenda.

Add to Consent: Item X-B regarding the appointment of Ms. Joy Day Greene to the Historic Preservation Commission.

Add to Consent: Item X-D regarding the appointment of Mtichell, McNutt & Sams to represent the City for the legal services required for the CDBG Cottonmill Project Grant.

Add to Consent: Item X-F regarding the consultant engineering proposal recommended by the South Montgomery Traffic Study Committee and authorization to enter negotiations with selected consultant, Smith Seckman Reid.

Alderman Jeremiah Dumas requested the following changes to the December 21, 2010 Official Agenda.

Add to Consent: Item XI B-1 regarding the approval of P & Z Item #FP 10-08: a request by Tabor Construction and Development for approval of "Belle Grove Condominiums—Phase 2" a final condominium plat in an R-5 (multi-family, high-density) zoning district located at 300 River Road in Ward 4, with the proposed 13 conditions as recommended by Staff.

Add to Consent: Item XI B-2 regarding the approval of P & Z Item #FP 10-10: a request by Starkville 12 LLC for approval of “Residence Place” a final subdivision plat in a C-2 (general business) zoning district located at 335—341 MS Highway 12 West in Ward 2, with the 14 conditions as recommended by Staff.

Add to Consent: Item XI H-2 regarding the authorization to hire Bill A. Flowers to the vacant position of Firefighter in the Fire Department.

Add to Consent: Item XI K-2 regarding the consideration of the proposal for the Sanitation and Environmental Services Department to handle rubbish pickup throughout the City beginning May 2011.

1.

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

There came for consideration the matter of approving the December 21, 2010 Official Agenda of the Recess Meeting of the Mayor and Board of Alderman. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, the Board voted unanimously to approve the December 21, 2010 Official Agenda as modified with its listed as consent.

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

RECESS MEETING OF TUESDAY, DECEMBER 21, 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. REQUEST CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE BOARD OF ALDERMEN HELD ON NOVEMBER 16, 2010.

V. ANNOUNCEMENTS AND COMMENTS

MAYOR'S COMMENTS:

THE RETREAT FOR THE BOARD HAS BEEN SET FOR JANUARY 14TH AND 15TH WITH TIMES TO BE DETERMINED.

INTRODUCTION OF NEW EMPLOYEES:

ROBERT ATKINS – STARKVILLE ELECTRIC DEPARTMENT

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

- A. PUBLIC APPEARANCE BY MR. FRANK JONES APPEALING THE DENIAL OF BOAA ITEM #VA 10-05: A REQUEST TO ALLOW 33 PARKING SPACES IN LIEU OF THE 40 MINIMALLY REQUIRED FOR A PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 517 SOUTH MONTGOMERY STREET IN WARD 4.

VIII. PUBLIC HEARING

- A. FIRST PUBLIC HEARING ON AMENDING THE 2009-07 SIDEWALK ORDINANCE TO IDENTIFY SPECIFIC AREAS FOR AN EXEMPTION FROM THE REQUIREMENT FOR SIDEWALKS.

IX. MAYOR'S BUSINESS

THERE IS NO MAYOR'S BUSINESS SCHEDULED

X. BOARD BUSINESS

- A. CONSIDERATION OF ADOPTING A RESOLUTION EXTENDING THE MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY AND PRIVILEGE LICENSES FOR CHECK CASHING, TITLE LOAN AND "PAYDAY LOAN" BUSINESSES FOR AN ADDITIONAL TWELVE (12) MONTHS EFFECTIVE JANUARY 1, 2011 TO DECEMBER 31, 2011 OR UNTIL THE ADOPTION OF THE CITY'S COMPREHENSIVE PLAN.
- B. CONSIDERATION OF MAKING AN APPOINTMENT TO THE HISTORIC PRESERVATION COMMISSION.

C. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE STARKVILLE SCHOOL DISTRICT APPOINTMENT WITH A TERM BEGINNING MARCH 3, 2011 TO MARCH 8, 2016.

D. CONSIDERATION OF THE APPOINTMENT OF MTICHELL, MCNUTT & SAMS TO REPRESENT THE CITY FOR THE LEGAL SERVICES REQUIRED FOR THE CDBG COTTONMILL PROJECT GRANT.

E. CONSIDERATION OF HIRING SYNERGETICS TO ASSIST WITH INTERNAL INFORMATION TECHNOLOGY MATTERS ON A TEMPORARY BASIS.

F. CONSIDERATION OF THE CONSULTANT ENGINEERING PROPOSAL RECOMMENDED BY THE SOUTH MONTGOMERY TRAFFIC STUDY COMMITTEE AND AUTHORIZATION TO ENTER NEGOTIATIONS WITH SELECTED CONSULTANT.

G. CONSIDERATION OF THE RESOLUTION SELECTING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (GTPDD) AS THE ADMINISTERING AGENCY AND APPROVAL OF THE CONTRACT BETWEEN GTPDD AND THE CITY OF STARKVILLE FOR THE ADMINISTRATION OF THE COTTON MILL DEVELOPMENT PARKING GARAGE GRANT PROJECT.

H. CONSIDERATION OF THE APPEAL BY MR. FRANK JONES OF THE DENIAL OF BOAA ITEM #VA 10-05: A REQUEST TO ALLOW 33 PARKING SPACES IN LIEU OF THE 40 MINIMALLY REQUIRED FOR A PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 517 SOUTH MONTGOMERY STREET IN WARD 4.

I. CONSIDERATION OF THE APPROVAL OF THE ENGINEERING CONTRACT WITH PRITCHARD ENGINEERING FOR THE COTTON MILL MARKETPLACE GRANT PROJECT.

J. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) FOR THE ROADWAY IMPROVEMENTS FOR THE COTTON MILL MARKETPLACE PROJECT.

K. CONSIDERATION OF THE APPROVAL OF THE AGENCY AGREEMENT BETWEEN THE COTTON MILL DEVELOPMENT GROUP AND THE CITY OF STARKVILLE FOR THE PURCHASE OF THE PROPERTY FOR THE COTTON MILL MARKETPLACE GARAGE.

L. CONSIDERATION OF THE APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE COTTON MILL MARKETPLACE PROJECT ESTABLISHING THE REQUIREMENTS FOR THE ENGINEERING WORK AND SPECIFICATIONS AND SCOPE OF WORK FOR THE HIGHWAY CONSTRUCTION IMPROVEMENTS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. BUILDING, CODES AND PLANNING DEPARTMENT

1. CONSIDERATION TO APPROVE P&Z ITEM #FP 10-08: A REQUEST BY TABOR CONSTRUCTION AND DEVELOPMENT FOR APPROVAL OF "BELLE GROVE CONDOMINIUMS—PHASE 2" A FINAL CONDOMINIUM PLAT IN AN R-5 (MULTI-FAMILY, HIGH-DENSITY) ZONING DISTRICT LOCATED AT 300 RIVER ROAD IN WARD 4.

2. CONSIDERATION TO APPROVE P&Z ITEM #FP 10-10: A REQUEST BY STARKVILLE 12 LLC FOR APPROVAL OF "RESIDENCE PLACE" A FINAL SUBDIVISION PLAT IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 335-341 MS HIGHWAY 12 WEST IN WARD 2.
3. CONSIDERATION TO APPROVE P&Z ITEM #PP 10-06: A REQUEST BY MR. GARRY HUGHES FOR APPROVAL OF "REED PLACE SUBDIVISION" A PRELIMINARY PLAT IN AN R-2 (SINGLE FAMILY/DUPLEX) ZONING DISTRICT LOCATED AT 800 REED ROAD IN WARD 6.

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF DECEMBER 16, 2010.

2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING NOVEMBER 30, 2010, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN THE AMENDED TVA ENERGY RIGHT PILOT PROGRAM AGREEMENT.

F. ENGINEERING AND STREETS

THERE ARE NO ITEMS FOR THIS AGENDA

G. FIRE DEPARTMENT

**** ~~### 1. REQUEST AUTHORIZATION TO ACCEPT FIRE STATION #5 AS SUBSTANTIALLY COMPLETE AS RECOMMENDED BY THE PROJECT ENGINEER.~~

H. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE FOR THE VACANT POSITIONS OF INFORMATION TECHNOLOGY MANAGER AND SYSTEMS/NETWORK ADMINISTRATOR.

2. REQUEST AUTHORIZATION TO HIRE BILL A. FLOWERS TO THE VACANT POSITION OF FIREFIGHTER IN THE FIRE DEPARTMENT.

I. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. PUBLIC SERVICES

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION & ENVIRONMENTAL SERVICES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUESTS FOR PROPOSALS FOR THE ACCEPTANCE OF RECYCLABLES FROM THE CITY OF STARKVILLE CURBSIDE RECYCLING PROGRAM.

2. DISCUSSION AND CONSIDERATION OF THE PROPOSAL FOR THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT TO HANDLE RUBBISH PICKUP THROUGHOUT THE CITY BEGINNING MAY 2011.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JANUARY 4, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

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

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS – NO ITEMS

X. BOARD BUSINESS

- C. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE STARKVILLE SCHOOL DISTRICT APPOINTMENT WITH A TERM BEGINNING MARCH 3, 2011 TO MARCH 8, 2016.
- E. CONSIDERATION OF HIRING SYNERGETICS TO ASSIST WITH INTERNAL INFORMATION TECHNOLOGY MATTERS ON A TEMPORARY BASIS.
- G. CONSIDERATION OF THE APPROVAL OF THE CONTRACT BETWEEN GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (GTPDD) AND THE CITY OF STARKVILLE FOR THE ADMINISTRATION OF THE COTTON MILL DEVELOPMENT PARKING GARAGE GRANT PROJECT.
- I. CONSIDERATION OF THE APPROVAL OF THE ENGINEERING CONTRACT WITH PRITCHARD ENGINEERING FOR THE COTTON MILL MARKETPLACE GRANT PROJECT.
- J. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) FOR THE ROADWAY IMPROVEMENTS FOR THE COTTON MILL MARKETPLACE PROJECT.
- K. CONSIDERATION OF THE APPROVAL OF THE AGENCY AGREEMENT BETWEEN THE COTTON MILL DEVELOPMENT GROUP AND THE CITY OF STARKVILLE FOR THE PURCHASE OF THE PROPERTY FOR THE COTTON MILL MARKETPLACE GARAGE.
- L. CONSIDERATION OF THE APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE COTTON MILL MARKETPLACE PROJECT ESTABLISHING THE REQUIREMENTS FOR THE ENGINEERING WORK AND SPECIFICATIONS AND SCOPE OF WORK FOR THE HIGHWAY CONSTRUCTION IMPROVEMENTS.

XI. DEPARTMENT BUSINESS

- A. AIRPORT – NO ITEMS
- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
 - 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF DECEMBER 16, 2010.
 - 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING NOVEMBER 30, 2010, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT
 - 1. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN THE AMENDED TVA ENERGY RIGHT PILOT PROGRAM AGREEMENT.
- F. ENGINEERING AND STREETS – NO ITEMS
- G. FIRE DEPARTMENT
 - ~~**** 1. REQUEST AUTHORIZATION TO ACCEPT FIRE STATION #5 AS SUBSTANTIALLY COMPLETE AS RECOMMENDED BY THE PROJECT ENGINEER.~~
- H. PERSONNEL
 - 1. REQUEST AUTHORIZATION TO ADVERTISE FOR THE VACANT POSITIONS OF INFORMATION TECHNOLOGY MANAGER AND SYSTEMS/NETWORK ADMINISTRATOR.
- I. POLICE DEPARTMENT – NO ITEMS
- J. PUBLIC SERVICES – NO ITEMS
- K. SANITATION AND ENVIRONMENTAL SERVICES
 - 1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE ACCEPTANCE OF RECYCLABLES FROM THE CITY OF STARKVILLE CURBSIDE RECYCLING PROGRAM.

CONSENT ITEMS 2-20

2. APPROVAL OF THE REQUEST TO APPOINT JOY DAY GREENE TO THE HISTORIC PRESERVATION COMMISSION

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the “approval of the request to appoint Joy Day Greene to the Historic Preservation Commission,” is enumerated, this consent item is hereby unanimously approved.

3. APPROVAL TO ADVERTISING FOR LETTERS OF INTEREST FOR THE STARKVILLE SCHOOL DISTRICT APPOINTMENT WITH A TERM BEGINNING MARCH 3, 2011 TO MARCH 8, 2016

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval to advertising for letters of interest for the Starkville School District appointment with a term beginning March 3, 2011 to March 8, 2016," is enumerated, this consent item is hereby unanimously approved.

4.

**APPROVAL OF THE APPOINTMENT OF MTICHELL,
MCNUTT & SAMS TO REPRESENT THE CITY FOR THE LEGAL SERVICES
REQUIRED FOR THE CDBG COTTONMILL PROJECT GRANT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval of the appointment of Mitchell, McNutt & Sams to represent the City for the legal services required for the CDBG Cotton Mill Project Grant," is enumerated, this consent item is hereby unanimously approved.

5.

**APPROVAL OF HIRING SYNERGETICS TO ASSIST
WITH INTERNAL INFORMATION TECHNOLOGY
MATTERS ON A TEMPORARY BASIS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval of hiring Synergetics to assist with Internal Information Technology matters on a temporary basis," is enumerated, this consent item is hereby unanimously approved.

6.

**APPROVAL OF THE CONSULTANT ENGINEERING PROPOSAL
RECOMMENDED BY THE SOUTH MONTGOMERY TRAFFIC
STUDY COMMITTEE AND AUTHORIZATION TO ENTER NEGOTIATIONS
WITH SELECTED CONSULTANT
SMITH SECKMAN REID**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the

December 21, 2010 Official Agenda with no objection to consent items, whereby the “approval of the Consultant Engineering Proposal recommended by the South Montgomery Traffic Study Committee and authorization to enter negotiations with selected consultant, Smith Seckman Reid,” is enumerated, this consent item is hereby unanimously approved.

7.

APPROVAL OF THE RESOLUTION SELECTING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (GTPDD) AS THE ADMINISTERING AGENCY AND APPROVAL OF THE CONTRACT BETWEEN GTPDD AND THE CITY OF STARKVILLE FOR THE ADMINISTRATION OF THE COTTON MILL DEVELOPMENT PARKING GARAGE GRANT PROJECT

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the “approval of the Resolution selecting the Golden Triangle Planning and Development District (GTPDD) as the administering agency and approval of the contract between GTPDD and the City of Starkville for the administration of the Cotton Mill Development,” is enumerated, this consent item is hereby unanimously approved.

**RESOLUTION
Selecting
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer
Community Development Block Grant R-103-347-01-KED**

WHEREAS, City of Starkville has been awarded the Community Development Block Grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of City of Starkville for the following reasons:

Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period of ten years in dealing with intergovernmental programs; and

Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis.

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Community Development Block Grant, according to the terms of the contract agreed upon by City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 21st day of December 2010, by the City of Starkville Board of Aldermen in regular session.

Parker Wiseman, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES
between
Golden Triangle Planning and Development District, Inc.
and
The City of Starkville

THIS CONTRACT, entered into the 21st day December 2010 by and between the City of Starkville, hereinafter referred to as "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District."

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Community Development Block Grant Program, Grant Number R-103-347-01-KED, from the State of Mississippi, hereinafter referred to as the "State," in the sum of \$8,000,000 for the purpose of construction of a three-bay, four-level precast concrete parking structure to provide parking for the CottonMill Marketplace development. The development will include a conference center, office space, hotel, and retail space.

The above-mentioned Community Development Block Grant Program which is now controlled by the State is a program of the United States Department of Housing and Urban Development, hereinafter referred to as "HUD."

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Community Development Block Grant Program (CDBG), including, but not limited to:

- A. Project administration, program general administrative services and financial management services consistent with CDBG program guidelines and policies;
- B. Records maintenance;
- C. Monitoring of compliance with HUD Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;

- D. Representation of the Recipient before the State, HUD, and other governmental agencies concerned with the Mississippi Community Development Block Grant Program; and
- E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for, or costs involved in, providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Community Development Block Grant Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 26th day of October 2010, and will continue until all of Grant Number R-103-347-01-KED activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed \$140,000. Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request by all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Community Development Block Grant Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions."

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

Attest:

By: _____
Parker Wiseman, Mayor

Markeeta Outlaw, City Clerk
(SEAL)

GOLDEN TRIANGLE PLANNING AND
DEVELOPMENT DISTRICT, INC.

Attest:

By: _____
Rupert L. "Rudy" Johnson,
Executive Director

(SEAL)

8.

**APPROVAL OF THE ENGINEERING CONTRACT WITH
PRITCHARD ENGINEERING FOR THE COTTON MILL
MARKETPLACE GRANT PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval of the engineering contract with Pritchard Engineering for the Cotton Mill Marketplace Grant Project," is enumerated, this consent item is hereby unanimously approved.

**MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
CONSULTANT ENGINEERING CONTRACT
FOR
PROJECT NUMBER DECD 0053(14)BO
CITY OF STARKVILLE

"RUSSELL / MILL STREET IMPROVEMENTS"
COTTONMILL MARKETPLACE
STARKVILLE, MISSISSIPPI**

CONSULTING ENGINEERING CONTRACT

STATE OF MISSISSIPPI

CITY OF STARKVILLE

THIS CONTRACT, made and entered into by and between the City of Starkville, Mississippi, (the "CITY"), a body of the State of Mississippi, acting by and through the duly authorized Mayor of, Starkville, Mississippi, and Pritchard Engineering, Inc. (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is P.O. Box 2523 Starkville, MS 39760 effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY proposes to *construct modifications to Russell Street and modify and extend Mill Street as required for CottonMill Marketplace* described herein and to obtain complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and to obtain complete construction engineering services all of which has been designated as Project(s) No. DECD 0053(14)BO hereinafter called the "PROJECT" and

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform Engineering Services for the design and preparation of the complete construction plans and construction engineering for said PROJECT; all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and,

WHEREAS, the CONSULTANT has heretofore performed satisfactory services for the CITY; and,

WHEREAS, the CONSULTANT herein was chosen by the CITY to perform these SERVICES in accordance with grant agreement made and entered into on *November 10, 2010*, between the Mississippi Development Authority ("MDA"), the CITY, and the Office of State Aid Road Construction ("STATE AID") to the end that such parties are now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the CITY and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation improvements. In so doing, the CONSULTANT shall meet the requirements of the CITY, and STATE AID.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the services in accordance with the typical scope of work attached to this contract as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any project begun under this CONTRACT at any time, with written approval of STATE AID and MDA.

ARTICLE III. CONTRACT TERM\

This CONTRACT shall commence upon the latest date of execution below and continue until construction is complete and all final documents have been submitted and approved, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT or any phase or project begun thereunder, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the

CONSULTANT for payment of services rendered prior to the date of termination. The CITY shall be liable only for the costs, fees and expenses for demobilization and close out of CONTRACT based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages. All subject to approval of STATE AID and MDA.

ARTICLE IV. TIME OF PERFORMANCE

The CONSULTANT shall be prepared to perform its responsibilities of providing the SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "Exhibit 3", Fees and Expenses, and made a part hereof by reference as if fully copied herein, and which when approved by final execution of this CONTRACT and upon such approval shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule shall be submitted along with an estimated percentage completed with each request for reimbursement.

A written Notice to Proceed shall be issued under authority from the CITY within 30 days after final execution of this CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the CITY by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the CITY, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The CITY for purposes of this agreement will execute all directives and orders through the Mayor. All notices, communications, and correspondence with the CITY shall be directed to the key personnel and designated agents shown below.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on a fee basis as set forth in Exhibit "3" to this CONTRACT. The total engineering fee, exclusive of testing, shall be determined from the Economic Development Highway Program Engineer Fee Schedule, dated May 1, 1996 and included as a part of Exhibit "3" to this CONTRACT. The fee for each construction contract will be based on the construction cost for that contract.

Testing shall be performed and paid for in accordance with State Aid Standard Operating Procedures. Payment for testing shall be in addition to the engineering fee described above.

B. Monthly Billing

The CONSULTANT may submit monthly billing to the CITY. Monthly billing for construction engineering will be based on the amount of work accomplished by the contractor during the period with percent of the construction engineering fee eligible for payment being equal to the percent of the project completed by the contractor during the estimate period.

The CONSULTANT further agrees that the MDOT, FHWA or any other Federal or State Agency may audit the same records at any time during the life of the CONTRACT and up to three (3) years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America or the State of Mississippi.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three (3) years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this article shall be included in any agreements it may make with any subcontractors, assignees or transferees.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the CITY of final technical reports shall be corrected by the CONSULTANT without additional compensation.

The CITY agrees that issuance of the final payment shall be in full and final settlement of all claims arising against the CONSULTANT for work done, materials furnished, cost incurred, or claims by the CITY, except for the claims of third parties resulting from negligence, errors or omissions by the CONSULTANT otherwise arising out of this CONTRACT and shall release the CONSULTANT for any and all work done, and

labor and material furnished in connection with the same.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any assignments thereunder or amendments thereto. Authorized representatives of the STATE AID, MDOT or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the State of Mississippi or the United States of America a party to this CONTRACT, nor will the MDOT or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the STATE AID and the CITY for inspection and review at all reasonable times in the offices of the CONSULTANT. Authorized representatives of the MDOT and FHWA may also review and inspect said reports, drawings, studies and maps prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the CITY and all its officers, agents and employees from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to any negligent act, actions, neglect or omission by the CONSULTANT or its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which CITY or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the CITY or any of its officers, agents or employees.

The CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the option, to participate and associate with the CITY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the CITY'S notice of claim for indemnification to the CONSULTANT. The CONSULTANT'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONSULTANT'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the CITY entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case the CITY shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the CITY agrees to notify the CONSULTANT as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

The CONSULTANT shall obtain and furnish certificates to the CITY for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence for injuries, including those resulting in death to any one person, with an aggregate limit of two million dollars (\$2,000,000.00).
- C. Property Damage Insurance in an amount not less than two hundred and fifty thousand dollars (\$250,000.00) from damages on account of an occurrence, with an aggregate limit of five hundred thousand

dollars (\$500,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by the CONSULTANT as a part of the SERVICES, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omission Insurance in an amount not less than one million dollars (\$1,000,000) per incident; one million (\$1,000,000) aggregate.

In addition, CITY shall be named as an additional insured on all of the applicable coverages, and CONSULTANT shall secure a waiver of subrogation in favor of CITY on all policies. 01

In the event that the CONSULTANT retains any subcontractor or other personnel to perform services or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within the CONSULTANT's coverage for the duration of said project or phase for which said subcontractor or other personnel is employed

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should the CONSULTANT cease to carry the errors and omissions coverage listed above for any reason it shall obtain "tail" coverage in the same limits for a period of not less than three (3) years subsequent to the termination of the policy.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the services under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the CITY, any individual member of the BOARD OF ALDERMAN, officer, agent, or employee of the CITY or BOARD OF ALDERMAN either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications and/or changes or change orders involving this CONTRACT, amendments or assignments must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the CITY or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY and STATE AID. Under no circumstances will the CONSULTANT be allowed to sublet more than fifty percent (50%) of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that the CONSULTANT performs at least 50% of the overall CONTRACT with its own forces. Consent by the CITY and STATE AID to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY and STATE AID reserve the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY and STATE AID any proposed subcontract document together with subcontractor cost estimates for review and written

concurrence of the CITY and STATE AID in advance of their execution.

ARTICLE XV. OWNERSHIP OF DOCUMENTS

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain the property of the CITY upon termination or completion of work, or upon request of the CITY regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the CITY. The CITY shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

ARTICLE XVI. PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the CITY, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the BOARD OF ALDERMAN of STARKVILLE, Mississippi, the employees of the CITY of STARKVILLE or the State of Mississippi.

ARTICLE XVII. COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the CITY. Publication rights to any documents produced are reserved by the CITY.

ARTICLE XVIII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in OKTIBBEHA County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi. If any part of this CONTRACT is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the CONTRACT that can be given effect without the invalid or unenforceable provision and, to this end the provisions hereof are severable. In such event the parties shall amend the CONTRACT as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

It is expressly agreed that if the CONSULTANT shall be delayed or interrupted in the performance or completion of its work hereunder by any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not limited to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carriers of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

ARTICLE XIX. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employees nor shall any party be subject to discriminate in the performance of this CONTRACT because of race, creed, and color, sex, national origin, age or disability.

D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations C.F.R. 23 Part 634 – Worker Visibility – as stated in 'Exhibit 5'.

F. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this CONTRACT and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the CITY due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on **Exhibit 8** in the CONTRACT to the CITY and to STATE AID verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases or projects hereunder as set forth in the assignments, shall not be changed or reassigned without prior approval of the CITY. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the Exhibits hereto:

CITY:

FOR CONTRACTUAL MATTERS

Mayor Parker Wiseman
Mayor
101 E. Lampkin Street
Starkville, MS 39759
(662) 323-2525
Email: p.wiseman@cityofstarkville.org

FOR TECHNICAL MATTERS

Edward Kemp, P.E.
City Engineer
101 East Lampkin Street
Starkville, MS 39759
Email: e.kemp@cityofstarkville.org

CONSULTANT:

FOR CONTRACTUAL MATTERS

Clyde L. Pritchard, P.E.

PO BOX 2523
STARKVILLE, MS 39760

FOR TECHNICAL MATTERS

Thomas Allen, P.E.
Clyde L. Pritchard, P.E.
PO BOX 2523
STARKVILLE, MS 39760

Telephone: 662-324-2205
Facsimile: 662-324-2092
Email: cpritchard@peincms.com

Telephone: 662-324-2205
Facsimile: 662-324-2092
Email: tallen@peincms.com

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE XXI. MERGER & WAIVER

It is expressly agreed by the parties hereto that the CONTRACT constitutes the entire and only CONTRACT between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this CONTRACT are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms hereof.

No waiver of any provision or default under this CONTRACT shall affect the right of the CITY thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

ARTICLE XII. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT certified copies of the applicable Board Order of the BOARD OF ALDERMAN and the Resolution of the Corporation Board of Directors is attached hereto.

WITNESS this my signature in execution hereof,
effective as of the date of latest execution below.

APPROVED:

Mayor, City of Starkville

Pritchard Engineering, Inc.
Consultant

Date: _____

Date: _____

J. Brooks Miller, Sr.
State Aid Engineer

Date: _____

ACKNOWLEDGEMENT OF SELECTION OF CONSULTING ENGINEER

Gray Swoope, Executive Director
Mississippi Development Authority

Date: _____

Exhibits attached hereto and incorporated by reference into this contract includes those identified on the following page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
 - A. Program Form or Board Order
 - B. Resolution of Board of Directors of Consultant (if applicable)
2. Scope of Work.
 - A. Project Description
3. Fees and Expenses.
4. Approval or Commitment Letter from the Mississippi Development Authority
5. Compliance with Title VI of the Civil Rights Act of 1964, as amended and 23 C.F.R. 710.405(b).
6. Certification of Consultant.
7. Certification of Board of Alderman of No Conflict
8. Certification of Board of Alderman on Compliance with the Mississippi Employment Protection Act.

Exhibit 1

Attach a copy of the BOARD OF ALDERMAN's Order approving the Engineering Contract.

May be copy of City's or Council's Order authorizing execution of the contract or copy of minutes documenting approval of the contract.

Exhibit 2

SCOPE OF WORK
CITY OF STARKVILLE, MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
PROJECT(S) NO. DECD – 0053(14)BO

GENERAL DESCRIPTION

The Engineering Services Contract is for determining rights-of-way limits (“ROW”) for the construction of improvements to Russell Street and Mill Street related to the development of CottonMill Marketplace along a selected route; to provide complete design services including field surveys for the development of construction plans, ROW maps and descriptions and to provide complete construction engineering services.

Construction of the project will be as follows: *(See Exhibit 2A)*

GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT:

1. Evaluation of route locations for design consideration and utility conflicts for the Project.
2. Development of final ROW plans sufficient in detail for the CITY to acquire the required ROW for the Project.
3. Development of complete Preliminary and Final construction plans and bid documents including all STATE AID and MDOT special provisions, requirements and necessary changes.
4. Development of a final OPINION OF PROBABLE CONSTRUCTION COST.
5. Assist the CITY OF STARKVILLE and STATE AID in advertising for and obtaining bids for construction.
6. Provide Construction phase engineering services.
7. Perform necessary environmental studies and furnish approved environmental document to STATE AID.

SERVICES TO BE PROVIDED BY THE CITY

1. Arrange for the relocation or adjustment of all utilities in conflict with construction of the Project.
2. Acquire all ROW necessary for construction of the Project.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Evaluate route locations for environmental and design consideration.
2. Review the chosen route location for utility conflicts.
3. Complete field surveys. (See Appendix C)
4. Hydraulic analysis at all drainage structures.

5. Drafting of regulatory permit (404) applications and drawings for application if required at any regulated site.
6. Development of preliminary ROW plans and final ROW plans, sufficient in detail for the CITY to acquire the required ROW for the Project.
7. Development of preliminary construction plans with final ROW limits.
8. Development of complete construction plans and bid documents and special provisions including electronic transfer of files.
9. Provide complete construction engineering services.

SCOPE OF WORK

The Scope of Work shall be divided into two phases:

Phase A: DESIGN ENGINEERING

- Part 1 Pre-Design Conference
- Part 2 Evaluation of Route Locations
- Part 3 Field surveys (Design & ROW)
- Part 4 Utility Location Surveys
- Part 5 Conceptual Plan Review
- Part 6 Plans-In-Hand Field Inspection
- Part 7 Preliminary Plans with ROW
- Part 8 Submittal of all required regulatory permits
- Part 9 Office Review Plans
- Part 10 Final Contract Plans and Documents

Phase B: CONSTRUCTION ENGINEERING

- Part 1 Construction Administration
- Part 2 Construction Staking
- Part 3 Construction Inspection and Observation
- Part 4 Materials Testing
- Part 5 Documentation

Specific work required for each phase is defined below.

References in the Document to STATE AID shall mean the Office of State Aid Road Construction, FHWA shall mean the Mississippi Division Federal Highway Administration, and MDOT shall mean the Mississippi Department of Transportation. The Office of State Aid Road Construction is an office of the Mississippi Department of Transportation and will administer this project at the State Level.

J. Brooks Miller, Sr., P.E., State Aid Engineer

SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss **STATE AID, National Park Service, and MDA** procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After pre-design conference the State Aid Engineer shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

Part 2

ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U.S.G.S. Maps, existing roadway plans and other data that may be provided by others.
- b. The CONSULTANT shall assist the CITY OF STARKVILLE and the STATE AID in any public hearings (if required).

Part 3

FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the Project utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the STATE AID and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 4

UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities; coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements, in accordance with State Aid Standard Operating Procedures ("STATE AID SOP") No. SAP-II-2-8. Costs of adjusting or relocating utilities will be eligible for reimbursement by MDA.

Part 5

CONCEPTUAL PLAN REVIEW

The CONSULTANT shall prepare conceptual plans for the PROJECT to include where applicable layouts (plan & elevation), typical sections, finish grade profiles, design data, drainage data, etc. One (1) set of the conceptual plans will be submitted to the STATE AID for approval. Studies (including opinions of probable cost) of other concepts, and conceptual changes required during this review are considered to be covered by this Scope of Work. Allow minimum of three (3) weeks for review by the STATE AID and MDA.

PRELIMINARY DESIGN PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with STATE AID'S format. The design standards, the format of the plans, and any hydraulic design shall conform to the STATE AID requirements and the MDOT Design Manual. **Additional consideration shall be given siting requirements of the U.S. department of Interior National Park Service.** The preliminary design plans shall contain, as a minimum, title sheet, typical sections, plan and profile sheets showing all geometrics, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of the blue-line prints of plans for review by the STATE AID, prior to requesting the plans-in-hand field inspection. The STATE AID shall mark on these plans all revisions or changes required and return same to the CONSULTANT. Allow minimum of three (3) weeks for review by the STATE AID. After completing any revisions, the CONSULTANT shall submit to the STATE AID one (1) set of the blue-line prints of the preliminary design plans for a plans-in-hand field (PSE) inspection with representatives of the CITY, the CONSULTANT, and STATE AID at a date mutually agreed upon by all parties. Allow minimum of three (3) weeks from the submittal date of the prints for scheduling and completing the field inspection.

a. Scale of Drawings:

Plans shall be prepared at the following scales:

- | | | |
|-----|--|---------|
| (1) | Plan sheets with geometrics | 1"=100' |
| (2) | Form grades at channelized intersections | 1"=20' |
| (3) | Intersection detail sheets | 1"=20' |
| (4) | Other sheets at appropriate scale. | |

b. Size of Drawings:

All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches; a right hand margin of ½ inch; a margin of ½ inch between the top border of the drawing and trim line; and a ½ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:

STATE AID's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by the STATE AID. The State Aid Engineer may reject any plans not conforming to these standards.

Part 7

PRELIMINARY PLANS WITH RIGHT-OF-WAY

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by STATE AID, the CONSULTANT shall furnish one (1) set of blue line prints for review by STATE AID. STATE AID shall mark on the prints all revisions or changes required and return same to the CONSULTANT (Allow minimum of three (3) weeks for review). Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8

SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work, in accordance with STATE AID Procedures.

Part 9

OFFICE REVIEW PLANS

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. This phase shall consist of all services required for production of final contract plans. After completion of all revisions and changes requested by STATE AID, the CONSULTANT shall furnish one (1) blue line sets of plans for review by the STATE AID ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original PSE Plans with the office submittal. A review of The OFFICE REVIEW PLANS will be required and the CONSULTANT may be requested to attend. STATE AID shall mark on the OFFICE REVIEW PLANS with all required revisions and return to the CONSULTANT (Allow minimum of three weeks for review). After all revisions have been made, the CONSULTANT shall submit the Final Contract Plans including all survey notes, design, special provisions, opinions of probable cost, and quantity computations and all notes or other data used in development of the plans.

Part 10

FINAL CONTRACT PLANS (PS & E ASSEMBLY)

The final contract plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. STATE AID's sample plans should be used as the guide for assembling the final plans.

One complete set of design computations, quantity estimates and required special provisions shall be transmitted to the District Engineer at the time final construction plans are submitted.

The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the OFFICE OF SATE AID and/or MDOT have on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of ½ size blue line prints with standards included and two (2) sets of ½ scale blue line prints without standards along with four (4) sets of contract documents for STATE AID review. The marked OFFICE REVIEW PLANS must be returned with the PS&E Assembly.

The CONSULTANT shall prepare the legal notice for advertising for bids and submit for publication. The CONSULTANT shall solicit bids and issue plans and proposals to prospective bidders during advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

SPECIFIC WORK REQUIREMENTS OF PHASE B: CONSTRUCTION ENGINEERING

The CONSULTANT will serve as an extension of the CITY 's and the STATE AID's staff to administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing SOP's.

The CONSULTANT will handle all construction administration; including furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein.

Part 1

CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The State Aid District Engineer shall be the STATE AID's official representative on the project.

The CONSULTANT shall be the only authorized contact with the contractor during construction. STATE AID shall send all information and requests for the Contractor to the CONSULTANT for relay to the Contractor.

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents as detailed in State Aid Standard Specifications and leading the preconstruction conference after award of contact.

The CONSULTANT providing construction administration services and the Contractor performing project construction for the same construction project cannot have the same parent company or any corporate association.

The CONSULTANT'S personnel assigned to the project must have prior construction experience in the areas of work which they are to perform. Key personnel, as defined below shall not be replaced on the project without STATE AID approval. The CONSULTANT shall maintain a good working relationship with the Contractor and any person employed by the CONSULTANT or by Sub-Consultant who, in the opinion of the State Aid District Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the State Aid District Engineer be removed immediately by the CONSULTANT or sub-consultant employing such person and shall not be employed again in any rotation of the work without approval of the State Aid District Engineer.

The CONSULTANT shall have the necessary personnel available to work whatever schedule the contractor works.

The following positions are defined as "key personnel". The CONSULTANT may identify additional

positions as "key" as well:

Project Engineer
Survey Party Chief
Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field.

The Project Engineer shall be available to begin work within one week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer.

The traffic control specialist assigned to this project shall be thoroughly familiar with the MUTCD and the State Aid Traffic Control Plan. That individual shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by this individual in accordance with STATE AID requirements. The State Aid District Engineer shall have a phone number where the CONSULTANT can be reached regarding emergency situations after hours and on weekends and holidays.

The CONSULTANT'S Project Engineer shall be assigned to the project full time or as otherwise authorized by the State Aid District Engineer. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the Project. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests; all according to State Aid Standards. State Aid Standards include, but are not limited to 2004 Standard Specifications for State Aid Road and Bridge Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this CONTRACT.

Part 2 CONSTRUCTION STAKING

Set all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3 CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure compliance with the project specifications on all contract items. The CONSULTANT will not be permitted to change inspection personnel without approval of the State Aid District Engineer.

Requests for inspection of prefabricated items or review and approval of shop drawings will be submitted to the CONSULTANT. STATE AID shall review and approve all shop drawings.

Part 4

MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Whether the CONSULTANT provides its own laboratory or subcontracts the work to a sub-consultant for field sampling and job control acceptance testing, the laboratory shall meet the approval of the STATE AID. Job control sampling and testing and payment therefore shall follow STATE AID SOP.

At the end of the project construction, the CONSULTANT shall submit the following signed certification:

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications and such results compare favorably with the results of the independent assurance sampling and testing.

Part 5

DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates and submit to the State Aid District Engineer for further processing. These estimates will be prepared in accordance with the instructions contained in the CONTRACT.

The CONSULTANT shall compile and submit, in accordance with the State Aid Construction SOP, all reports, monthly and final estimates, records, as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the Project. All Project information relative to the execution of the Project and all records shall be kept in accordance with the State Aid Construction SOP. A copy of the diary will be submitted to the State Aid District Engineer on a monthly basis.

The CONSULTANT will initiate all contractor change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same in accordance with the STATE AID SOP. These are to be delivered to the State Aid District Engineer.

The State Aid District Engineer will be available, on request, to assist the CONSULTANT with the preparation of change orders, monthly estimates, etc. This will be considered an informational service only to explain the paper work flow. The CONSULTANT will be expected to follow up in an expeditious manner to avoid any delay. Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the Contractor required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed at bid prices agreed to in the construction contract. In addition, a set of final plans of completed work shall be submitted to the STATE AID showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate prepared in accordance with the STATE AID SOP, and other required documents to STATE AID within fifteen (15) days after the Contract Acceptance has been assigned by the State Aid District Engineer.

APPENDIX C

SPECIFIC WORK REQUIRED FOR PART 3 - FIELD SURVEYS

Item 1. Centerline Survey and Vertical Control

- a. Contact the Land Owners and obtain permission prior to entering upon the property for survey purposes.
- b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.
- c. Reference centerline: All P.C.'s, P.I.'s, P.T.'s and tangents longer than 1000 feet.
- d. Perform complete topographic survey along proposed centerline.
- e. Establish vertical control utilizing approved bench marks.
- f. Establish benches along centerline on 800-1000 foot intervals, outside limits of construction.

Item 2. Utilities, Drainage Surveys and Apparent Property Lines

- a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.
- b. Locate Drainage Channels: (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel; (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel.
- c. Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls.

Item 3. Cross Sections and Profiles

- a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. For a distance adequate to accommodate construction limits.

In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.

- b. Prepare Plan and Profile Sheets of the above.

Item 4. Local Roads Surveys (1000 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections.
- b. Establish plus and angle on apparent property lines and determine apparent ownership.

Item 5. Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.
- b. List all utilities, apparent owners and addresses on plan sheet No. 3.

- c. Equate to existing projects at specified locations; show ties to section corner or sectional subdivision corners as necessary to verify property ownership.

The above items will include the following requirements of STATE AID:

1. Transit Notes - Bearings shall be obtained from solar observation and shall be recorded on all tangents.
2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
3. Level Notes –
 - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to taken for a distance that will be adequate to accommodate the construction limits.
 - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.
4. Drainage –
 - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual.
 - b. Areas to be calculated by methods approved by STATE AID
 - c. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary.
 - d. Wetlands - If, a 404 Permit is required for U.S. Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O.H.W. shall be indicated at all stream crossings or water bodies.
5. Right-of-Way Documents –
 - a. A right-of-way property map at an appropriate scale shall be prepared based on property lines and corners encountered during the survey, as well as ownership for the entire project, which is to include any local road connections. The apparent property lines and apparent ownership shall be shown on the plans and profile sheets with the angle and plus based on field information.
 - b. Section lines and corner ties, either the $\frac{1}{4}$ or $\frac{1}{2}$ section line or corner, shall be referenced at the B.O.P. and E.O.P. with intermediate control established.
 - c. CONSULTANT shall be responsible for contacting property owners for permission to make the survey prior to entering property.
6. Utilities - All utilities within and adjacent to the project limits are to be listed on the index and general note sheet with their locations shown on the plan and profile sheets. For high-pressure gas transmission lines a traverse and profile of the pipe shown for a distance of 200 feet from the centerline. Overhead transmission lines shall be indicated and their height referenced.
7. Local Roads - A complete survey of any local roads including traverse and cross sections as necessary.
 1. Existing Highway - A control tie to existing Show number of State and/or U.S. Highway(s) if applicable shall be made. Necessary permits shall be secured from the Mississippi Department of Transportation.
8. Reference Point Control - Each reference point for assembly, P.T.'s, P.C.'s and P.I.'s shall include a point 200

feet from the centerline of the survey and an additional point 50 feet (more or less) farther and shall be designated by a 2 inch x 2 inch treated hardwood hub with a 1 inch x 4 foot flagged guard stake indicating its location. All stakes and hubs shall be treated and shall be placed on the tangent sections when the distance is farther than 1000 feet between reference points.

EXHIBIT 2A

(RUSSELL STREET)

Russell street is currently a 4-lane undivided street with two foot curb and gutter on each side and ten foot lane widths. The proposed work will cover approximately 2,000 feet of roadway, beginning at Highway 12 and traveling west. The current section will consist of two different typical sections, a two-lane street with a shared turn lane in the middle, and a two-lane divided boulevard section, both with 10.5' lane widths. Widening will occur primarily on the south side in order to minimize potential right of way impacts along the already developed north side. Russell Street is primary corridor for student and pedestrian traffic related to Mississippi State University. Bicycle lanes are proposed to be constructed in each direction. Variable width sidewalks are proposed with ADA handicapped ramps at all necessary locations. The City of Starkville currently mandates sidewalks to be incorporated with new construction. A traffic signal is planned for the intersection of Russell Street and Muldrow Drive. Project to be designed in accordance with Chapter 14 of the MDOT Roadway Design Manual.

(MILL STREET)

The E.E. Cooley Building and related Mississippi State University Property have been designated as historic landmarks and are thus under the auspices of the U.S. National Park Service. Extensive review of the proposed development by the U.S. National Park Service has resulted in approval of a defined site plan for the development stipulating the location and primary elevations of Mill Street which is internal to the development Appendix (B) provides documentation of the park service approval.

Phase 1 of Mill Street will connect to Russell Street at Muldrow Drive, extend south then west through the development, then north to the termini and existing Mill Street / Russell Street is approximately 1700 linear feet. Right-of-way widths are 30 feet minimum and variable as required to accommodate through lanes and additional turn lanes as approved by the national park service. Curb and gutter sections will collect and transfer storm water to a storm water detention facility constructed in conjunction with the development. Sidewalks, cross-walks, signing, and striping are also planned to be incorporated in the design with ADA compliance provided. Pavement structure to be designed to accommodate anticipated heavy construction traffic required in site development.

Extension of Mill Street is planned in Phase 2 of the development which is not yet fully defined.

Exhibit 3

FEES and EXPENSES

The Mississippi Development Authority will reimburse the CONSULTANT for engineering charges in accordance with the attached ECONOMIC DEVELOPMENT HIGHWAY ENGINEER FEE SCHEDULE dated May 1, 1996 in an amount not to exceed the commitment as set out in Exhibit 4.

PHASE A: Design Engineering

The CONSULT shall be entitled to compensation and submit invoices as follows.

- 15% when preliminary plans are submitted
- 15% when office review plans are submitted
- 10% after project is let to contract and the award is concurred in by STATE AID and MDA

The total reimbursement for Design Engineering shall not exceed forty (40) percent of the total fee for engineering services based on the construction contract amount.

PHASE B: Construction Engineering

The CONSULTANT shall be entitled to submit monthly invoices for construction engineering services based on the amount of work completed by the contractor during the period. Five (5) percent of the construction engineering fee will be retained until the project has been accepted and the final estimate approved.

Example:

The contractor has completed twenty-five (25%) of the work and the engineering fee is twelve (12%) of the construction cost. The amount due is $(0.25 \times 0.60 \times 0.12 \times \text{the contract price})$ less any previous payment. Five percent (5%) of the amount due will be withheld as noted above.

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
ENGINEER FEE SCHEDULE
MAY 1, 1996**

CONSTRUCTION CONTRACT AMOUNT	FEE
\$500,000	15.0715
\$1,000,000	15.0000
\$1,500,000	14.9286
\$2,000,000	14.8572
\$2,500,000	14.7858
\$3,000,000	14.7143
\$3,500,000	14.6429
\$4,000,000	14.5715
\$4,500,000	14.5000
\$5,000,000	14.4286
\$5,500,000	14.3572
\$6,000,000	14.2857
\$6,500,000	14.2143
\$7,000,000	14.1429
\$7,500,000	14.0715
\$8,000,000	14.0000
\$8,500,000	13.9286
\$9,000,000	13.8572
\$9,500,000	13.7857
\$10,000,000	13.7143
\$10,500,000	13.6429
\$11,000,000	13.5714
\$11,500,000	13.5000
\$12,000,000	13.4286
\$12,500,000	13.3572
\$13,000,000	12.2857
\$13,500,000	13.2143
\$14,000,000	13.1429

\$14,500,000	13.0714
\$15,000,000	13.0000

***FEE - The engineering fee as a percent of construction contract amount**

All engineering services will be identified in the engineering contract. The contracts are standard and designed for the Economic Development Highway Program. Copies may be obtained from either STATE AID.

EXHIBIT 4

Attach a copy of the approval letter or commitment letter from the Mississippi Development Authority.

(To BE PROVIDED BY MDA)

EXHIBIT 5
NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT
DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT
ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT
WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT will comply with the Regulations of the Office of State Aid Road Construction, and the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. **Anti-Kickback Provisions:** All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3). This Act provides that each consultant or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to STATE AID.

5. **Davis Bacon Act:** When required by federal program legislation, all construction contracts awarded to contractors and subcontracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor Regulations (29 C.F.R. Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to STATE AID.

6. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor Regulations (29 C.F.R. part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act:** Compliance with all applicable standard, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C., 1368), Executive Order 11738 and Environment Protection Agency regulations (40 C.F.R. Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. **Energy Policy and Conservation Act:** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. **Worker Visibility:** All workers within the right-of-way of a Federal aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled “American National Standard for High Visibility Safety Apparel and Headwear” – for compliance with 23 C.F.R., Part 634.

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United State Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as STATE AID deems appropriate.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) CONSULTANT. certifies to the best of its knowledge and belief that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
 - e. has not either directly or indirectly entered into any CONTRACT participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The Consultant further certifies, to the best of his/her knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

- (3) The undersigned further certifies that he/she is the duly authorized representative of the CONSULTANT and that neither he/she, nor any principal, officer, shareholder or employee of the above firm has:
 - (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this CONTRACT,
 - (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the CONTRACT, or

- (c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the CONTRACT; except as herein expressly stated (if any).

The undersigned acknowledges that this certificate may be furnished to the Department of Transportation and the Federal Highway Administration, United States Department of Transportation, in connection with any CONTRACT involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

The certification contained in (1), (2), and (3) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The Consultant shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

So CERTIFIED on this the ___ day of _____, ____.

PRITCHARD ENGINEERING, INC.

So Sworn before me this the _____ day of _____, ____.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT 7

CERTIFICATION OF THE MAYOR OF THE CITY OF STARKVILLE

I hereby certify that I am the Mayor and have been duly authorized by the Board of Alderman to execute this certification and that the above CONSULTANT nor any of its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this CONTRACT to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pays, or agrees to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

CITY OF STARKVILLE
MISSISSIPPI

BY: _____

So Sworn before me this the _____ day of _____.

Notary Public

My Commission Expires:

EXHIBIT 8

**CERTIFICATION OF THE CITY OF STARKVILLE IS IN COMPLIANCE WITH
THE MISSISSIPPI EMPLOYMENT PROTECTION ACT**

Effective July 1, 2008, the Mississippi Employment Protection Act imposed new requirements for all state agencies, departments, and political subdivisions. All employers who have contacts with the State of Mississippi, or with its departments, agencies, and/or with political subdivisions are mandated to enroll and participate in the E-Verify Program to check employment eligibility of all newly hired workers.

I hereby certify that I am the Mayor and have been duly authorized by the BOARD OF ALDERMAN of the City of Starkville to execute this certification and that the BOARD OF ALDERMAN of the City of Starkville hereby acknowledges its compliance with the Mississippi Employment Protection Act.

BOARD OF ALDERMAN OF STARKVILLE, MISSISSIPPI

BY: _____
Mayor of the City of Starkville

So Sworn before me this the _____ day of _____ 20__.

NOTARY PUBLIC

My Commission Expires:

9.

**APPROVAL OF THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF STARKVILLE AND THE MISSISSIPPI
DEVELOPMENT AUTHORITY (MDA) FOR THE ROADWAY
IMPROVEMENTS FOR THE COTTON MILL MARKETPLACE
PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval of the Memorandum of Understanding between the City of Starkville and the Mississippi Development Authority (MDA) for the roadway improvements for the Cotton Mill Marketplace Project," is enumerated, this consent item is hereby unanimously approved.

**MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
COTTONMILL MARKETPLACE**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated as of **December 20, 2010** (this "Memorandum") by and among the Mississippi Development Authority (acting for and on behalf of the State of Mississippi) ("MDA"), the political subdivision set forth in Item 1 of Annex A hereto (the "Political Subdivision") and the Mississippi Department of Transportation, Office of State Aid ("OSA").

W I T N E S S E T H:

WHEREAS, the Economic Development Highway Act, being Sections 65-4-1, *et seq.*, Mississippi Code of 1972, as amended (the "Act"), was enacted for the purpose of promoting, attracting and securing industrial development in the State of Mississippi (the "State") through the construction and improvement of highways in areas of the State demonstrating actual and immediate potential for the creation and expansion of major industry which is heavily dependent upon the use of and direct access to primary highways; and

WHEREAS, pursuant to the Act and the guidelines adopted by MDA under the Act (the "Guidelines"), the Political Subdivision made application (the "Application") to MDA for assistance under the Act in order to fund, in part, the construction or improvement of a highway or a segment of a highway within the State, as more particularly described in Item 2 of Annex A (the "Project"), in partial relation to the location or expansion of facilities of the private company set forth in Item 3 of Annex A (the "Company"); and

WHEREAS, the Project meets the definition of a "high economic benefit project" as such term is defined in the Act and the Project is otherwise authorized by the Act and the Guidelines; and

WHEREAS, based upon the Application and other relevant factors, by resolution of MDA dated as set forth in Item 4 of Annex A, MDA approved the Project and agreed to provide the Political Subdivision with the assistance requested in the amount set forth in Item 5 of Annex A; and

WHEREAS, the parties hereto agree that it is necessary to set forth their understanding of their individual and collective responsibilities with regard to the construction and financing of the Project; and

WHEREAS, it is also necessary to ensure that the public purpose of the Act is satisfied in order not to be in contravention of those provisions of the Mississippi Constitution prohibiting the State from making donations or granting gratuities by establishing that the Project is an investment resulting in a significant and measurable increase in employment in the State.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties hereto intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

SECTION 1. *Construction of the Project.* The parties hereto agree that the Project is as specified in Item 2 of Annex A and the Application. The Project will be constructed by the Political Subdivision subject to the terms and provisions of this Memorandum, the Act and the Guidelines. The Political Subdivision shall designate an engineer to serve as its local engineer and to oversee construction of the Project on its behalf (the "Local Engineer"). The Local Engineer will be MDA's and OSA's primary contact concerning the Project and will be responsible for insuring that the Political Subdivision is in compliance at all times with this Memorandum, the Act and the Guidelines.

SECTION 2. *Funding of the Project.* MDA hereby agrees to fund a portion of the Project for the benefit of the Political Subdivision in an amount not to exceed the amount set forth in Item 5 of Annex A (the "State Funds") pursuant to and subject to the terms and conditions of this Memorandum, the Act and the Guidelines. The Political Subdivision hereby agrees to make a contribution toward the construction of the Project as more particularly described in Item 6 of Annex A (the "Contribution" and together with the State Funds, the "Project Funds"). Any monetary portion of the Contribution shall be deposited with MDA on demand or within thirty (30) days of the execution of an engineering agreement in connection with the Project. The Political Subdivision shall bear all cost overruns associated with the Project.

SECTION 3. *Conditions of Disbursements.* MDA will make disbursements of the Project Funds subject to the following conditions:

- (a) No cost incurred prior to approval of the Project by MDA can be paid or reimbursed with the State Funds.
- (b) The monetary portion of the Contribution made by the Political Subdivision, plus any earnings thereon (to the extent allowed by law), will be used to pay the costs of the Project before the State Funds are used.
- (c) Non-monetary portions of the Contribution, if any, must be supported by written documentation and pre-approved by MDA and OSA.
- (d) The Local Engineer will review and certify all invoices and documentation for all project costs and submit such invoices and documentation to OSA for its timely review and approval and, upon such approval, OSA will forward any such request and supporting documentation to MDA for payment.
- (e) MDA will process and pay directly all invoices upon review and approval.

SECTION 4. *Additional Conditions of Disbursements.* The obligation of MDA to continue to make disbursements of the Project Funds shall be subject to the following conditions, as well as any others herein set forth:

- (a) The Political Subdivision shall not be in default under this Memorandum, the Act or the Guidelines;

(b) Development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA and OSA; and

(c) OSA shall have previously approved all invoices submitted for payment and such invoices shall be eligible for payment under the Act and the Guidelines.

If the Political Subdivision fails at any time to meet the conditions precedent to the disbursement of the Project Funds as specified in Sections 3 and 4 of this Memorandum, the preceding sentence, the obligation of MDA to make further disbursements in connection with the Project Funds shall cease until such condition precedent is met and satisfied. In the event the conditions precedent are not met within sixty (60) days, MDA may require repayment of State Funds spent to date on the Project from the Political Subdivision. Unless this Memorandum is previously terminated, any Project Funds not disbursed prior to the date set forth in Item 7 of Annex A, shall be forfeited to the State and shall be applied by the State in any manner consistent with the terms of the Act.

SECTION 5. *Representations of MDA.* MDA makes the following representations as the basis for the undertakings on the part of the Political Subdivision herein contained:

(a) MDA is an agency of the State and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Memorandum.

(b) MDA has full power and authority to enter into the transactions contemplated by this Memorandum and to carry out its obligations hereunder.

(c) MDA is not in default under any provisions of the laws of the State material to the performance of its obligations under this Memorandum.

(d) MDA has been duly authorized to execute and deliver this Memorandum and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Memorandum is valid and legally binding and enforceable in accordance with its terms.

(e) The use of the State Funds for the construction of the Project by the Political Subdivision, as provided by this Memorandum, falls under the subject matter and scope of the Act, and will further the purposes of the Act, to wit: to assist political subdivisions in the construction and/or improvement of highways or highway segments in order to encourage private companies to make substantial capital investments in such political subdivisions thus enhancing the process of local economic development.

SECTION 6. *Representations of the Political Subdivision.* The Political Subdivision represents and warrants that:

(a) The Political Subdivision has all necessary power and authority to enter into and perform its duties under this Memorandum and, when executed and delivered by the respective parties hereto, this Memorandum will constitute a legal, valid and binding obligation of the Political Subdivision enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the validity of any particular remedy.

(b) The execution and delivery of this Memorandum and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Political Subdivision's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Political Subdivision is subject or by which it is bound.

(c) There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Political Subdivision required for the

execution, delivery or the consummation by the Political Subdivision of any of the transactions contemplated by this Memorandum and not already obtained.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Political Subdivision, after reasonable investigation and due inquiry, threatened against the Political Subdivision in any way contesting or affecting the validity of this Memorandum or the Project, or contesting the powers of the Political Subdivision to adopt, enter into or perform its obligations under this Memorandum or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Political Subdivision.

(e) It shall comply with the terms and provisions of this Memorandum, the Act and the Guidelines.

(f) It is not in default under any previous agreement with MDA, OSA or the State.

(g) All information furnished by the Political Subdivision to MDA or OSA for the purpose of MDA's participation in the Project, including, but not limited to, the Application, is true, accurate and complete as of the date hereof and thereof.

(h) The Project Funds are being used to finance the Project and will not be used for any other purpose.

(j) No later than **October 1, 2015**, the political subdivision shall submit written verification to MDA certifying the total dollar value of the investment as of **July 1, 2015**, made by the Company. Said written verification shall be in a manner and form as prescribed by MDA.

SECTION 7. Representations of OSA. OSA represents and warrants that:

(a) OSA is a division of the Mississippi Department of Transportation, an agency of the State, and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Memorandum.

(b) OSA has full power and authority to enter into the transactions contemplated by this Memorandum and to carry out its obligations hereunder.

(c) OSA is not in default under any provisions of the laws of the State material to the performance of its obligations under this Memorandum.

(d) OSA has been duly authorized to execute and deliver this Memorandum and by proper action has duly authorized the execution and delivery hereof and as to OSA, this Memorandum is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability hereof may be limited by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or by the availability of any discretionary equitable remedies.

(e) OSA shall comply with the terms and provisions of this Memorandum, the Act and the Guidelines.

SECTION 8. Miscellaneous.

(a) MDA may terminate its obligation to make any disbursement of the State Funds at any time prior to any disbursement of the State Funds if any event occurs, which would constitute a default under this Memorandum.

(b) This Memorandum has been made by MDA, OSA and the Political Subdivision, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Memorandum.

(c) This Memorandum shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.

(d) If any paragraph or part of a paragraph of this Memorandum shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Memorandum.

(e) In the event any agreement contained in this Memorandum shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(f) This Memorandum shall inure to the benefit of MDA, OSA, the State and the Political Subdivision and their respective successors and assigns and shall be binding upon MDA, OSA and the Political Subdivision and their respective successors and assigns.

(g) This Memorandum shall be governed as to its validity, construction and performance by the laws of the State.

(h) This Memorandum may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.

(i) No amendment, change, modification, alteration or termination of this Memorandum shall be made other than pursuant to a written instrument signed by the parties to this Memorandum.

SECTION 9. Failure of the Company to Perform. Should the Company fail to perform pursuant to its representations set out in the Application and as required in the Act and in the Guidelines, and should MDA have disbursed Project Funds or any portion thereof on the Project, then, in that event, the political subdivision shall pay to MDA the amount so disbursed, for the use and benefit of the State to be applied by the State in any manner consistent with the terms of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the day and year first above written.

MISSISSIPPI DEVELOPMENT AUTHORITY

Attest:

1. Kathy Gelston

2. CFO, Financial Resources

Attest:

Gray Swoope

Executive Director

CITY OF STARKVILLE, MISSISSIPPI

(a) Markeeta Outlaw, Clerk

Parker Wiseman, Mayor

Brooks Miller
State Aid Engineer

ANNEX A
to
Memorandum of Understanding

Item 1: City of Starkville, Mississippi

Item 2: The street improvement project will consist of work on adjacent and internal main roadways for the development. The adjacent street improvements will include widening, striping and drainage improvements to Russell Street. Russell Street is currently a 4-lane undivided street with two foot curb and gutter on each side and ten foot lane widths. The proposed work will cover approximately 2,000 feet of roadway, beginning at Highway 12 and traveling west. The current section will consist of two different typical sections, a two-lane street with a shared turn lane in the middle, and a two-lane divided boulevard section, both with 10.5' lane widths. A traffic signal is planned for the intersection of Russell Street and Muldrow Drive.

Internal roadway improvements must be designed to meet the U. S. Department of Interiors, National Park Service specifications. These improvements include the main north-south street connectors from Russell Street to the south. The north-south main street across from Muldrow Drive will start at Russell Street and continue south to near the south property line a total distance of about 750 feet and then turn west and run along the property line for another approximate distance of 300 feet. The north-south main street connector running along current Mill Street will begin at Russell Street and run south for approximately 550 feet. In addition to these main street connectors to Russell Drive, an east-west main street will also be included that would connect the two north-south connectors in the middle of the development. This connector is approximately 600' in length.

If sufficient funds are available, street lights, bicycle lanes and sidewalks will be constructed along with handicapped ramps at all permissible locations.

Approximately \$500,000 will be used for all cost associated with acquiring right of way and easements for construction of the roadway improvements.

Item 3: Cotton Mill Development Group, LLC

Item 4: November 10, 2010

Item 5: \$3,800,000.00 or such other amount as may subsequently be agreed to by the Political Subdivision, MDA and OSA

Item 6: The City will accept responsibility for maintenance of the roadway improvements.

Item 7: Three years from the date of this Memorandum of Understanding

(i) ACKNOWLEDGMENT OF MDA

STATE OF MISSISSIPPI)
)ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Gray Swoope and Kathy Gelston, to me known, who acknowledged they are the Executive Director and CFO, of the Mississippi Development Authority and that for and on behalf of said Department and the State of Mississippi and as the act and deed of said Department and the State of Mississippi, they signed and delivered the above and foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgement, after first having been duly authorized by said Department and the State of Mississippi so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this ____ day of December, 2010.

Notary Public

(SEAL)

My Commission Expires:

ACKNOWLEDGMENT OF POLITICAL SUBDIVISION

STATE OF MISSISSIPPI)
) ss:
COUNTY OF O OKTIBBEHA)

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Parker Wiseman and Markeeta Outlaw, to me known, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Starkville, Mississippi and that for and on behalf of said City and as its act and deed, they signed and delivered the above and foregoing instrument, as of the date therein mentioned with actual execution on the date of this acknowledgement, after first having been duly authorized by said Board of Alderman of said City so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this ____ day of December, 2010.

Notary Public

(SEAL)

My Commission Expires:

(ii) ACKNOWLEDGMENT OF STATE AID DIVISION

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned notary public in and for the Jurisdiction aforesaid, the within named Brooks Miller, to me known, who acknowledged he is the State Aid Engineer, the Mississippi Department of Transportation, Office of State Aid, and that for and on behalf of said agency and as its act and deed, he signed and delivered the foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgment, after having been first authorized by said agency so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this ____ day of
December, 2010.

Notary Public

(SEAL)

My Commission Expires:

**APPROVAL OF THE AGENCY AGREEMENT BETWEEN THE
COTTON MILL DEVELOPMENT GROUP AND THE CITY OF
STARKVILLE FOR THE PURCHASE OF THE PROPERTY
FOR THE COTTON MILL MARKETPLACE GARAGE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval of the agency agreement between the Cotton Mill Development Group and the City of Starkville for the purchase of the property for the Cotton Mill Marketplace garage," is enumerated, this consent item is hereby unanimously approved.

AGENCY AGREEMENT

THIS Agency Agreement (hereinafter, the or this "Agreement") is made this 21st day of December 2010, by and between Cotton Mill Development Group, LLC (hereinafter, the "Developer") and the City of Starkville, Mississippi, by and through its governing authority, the Mayor and Board of Aldermen (hereinafter, the "City").

WHEREAS, the City is the recipient of certain Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") and of certain Economic Development Highway Program ("EDHP") grant funds from the State of Mississippi; and

WHEREAS, these grant funds will be used by the City to acquire certain real property, described in Exhibit "A" attached hereto and incorporated fully herein, and to construct a parking garage and road improvements in support of an economic development project in the City; and

WHEREAS, since both the acquisition of the real property and the construction of the garage will be financed, in whole or in part, by federal grant funds, it is necessary for the City to fully comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Subpart B, 42 U.S.C. 4601 et seq., (the "Uniform Act") in its acquisition of the real property in question; and

WHEREAS, in order to facilitate the project, the City will designate the Developer to acquire the real property described in Exhibit A for the City as its agent and to subsequently convey the real property to the City; and

WHEREAS, the Developer, as the City's agent, will agree to comply fully with all of the legal requirements of the Uniform Act and the federal regulations interpreting and implementing the Uniform Act's requirements (49 CFR Part 24), and shall provide to the City full documentation of such compliance.

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

3. The Developer shall act as the City's legally authorized agent in the acquisition of the real property described in Exhibit A hereto and shall acquire such property at a price to be agreed upon in writing by the City and to subsequently convey such real property to the City.

4. The Developer, in its capacity as the City's agent, shall at all times during this period of agency, conduct its acquisition activities in full compliance with the requirements of the Uniform Act and all federal regulatory interpretations of the Uniform Act's requirements.

5. The Developer shall document its compliance with the Uniform Act and federal regulations and produce such records of compliance to the City at the City's request.

6. The Developer agrees to hold harmless, assume the defense, and fully indemnify the City, its agents (excluding Developer), employees, officers, and assigns, from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to the Developer's activities undertaken pursuant to this Agreement, including but not limited to the acquisition of the real property described in Exhibit A and compliance with the Uniform Act and accompanying federal regulations.

7. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supercedes and replaces any and all prior negotiations, understandings and agreements, written and oral, between the parties relating hereto.

WITNESS OUR SIGNATURES, this the 21st day of December 2010.

CITY OF STARKVILLE, MISSISSIPPI
By: Mayor

COTTON MILL DEVELOPMENT GROUP, LLC
By

**APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF
STARKVILLE AND THE MISSISSIPPI DEVELOPMENT AUTHORITY
FOR THE COTTON MILL MARKETPLACE PROJECT ESTABLISHING
THE REQUIREMENTS FOR THE ENGINEERING WORK AND
SPECIFICATIONS AND SCOPE OF WORK FOR THE
HIGHWAY CONSTRUCTION IMPROVEMENTS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the “approval of the agreement between the City of Starkville and the Mississippi Development Authority for the Cotton Mill Marketplace Project establishing the requirements for the engineering work and specifications and scope of work for the highway construction improvements,” is enumerated, this consent item is hereby unanimously approved.

PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION
PROGRAM FOR STARKVILLE, MISSISSIPPI
PROJECT NUMBER: DECD-0053(14)BO
NAME OF ROAD: RUSSELL / MILL STREET IMPROVEMENTS
COTTONMILL MARKETPLACE

Pursuant to the provisions of Section 65-4-1 et. seq. Mississippi Code of 1972, we, the undersigned members representing the City of Starkville, hereby order that the proposed project(s) listed herein constitute the Mississippi Economic Development Highway Construction Program for Starkville, Mississippi for the period _____, 20_____ through _____, 20_____ subject to approval of the State Aid Engineer and MDA.

In support of this order, the Board/City Council certifies and agrees that:

1. The project(s) will be constructed to bear a load limit of at least eighty thousand (80,000) pounds which meets standards of the Mississippi Department of Transportation for such work.
2. The County/City will comply with the National Environmental Policy Act.
3. The County/City will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the STURAA of 1987 and

49 CFR, Part 24.

4. The City has employed a registered professional engineer who will employ such other competent technical assistants, as required, to properly supervise and inspect the work in compliance with the rules and regulations of the State Aid Engineer.
5. The City commits to providing funds from sources and in amounts listed herein to finance the cost of all engineering, construction, right-of-way, utility relocation and other professional services not fully funded by MDA which costs are estimated to equal approximately 5.6 % of estimated cost of said project(s).
6. The County/City will accept all other provisions of Section 65-4-1 et. Seq., Mississippi Code of 1972 relating to County/City responsibility that is not listed in point 1 through 5 above.

APPENDIX (A)

MISSISSIPPI DEVELOPMENT AUTHORITY ECONOMIC DEVELOPMENT HIGHWAY PROJECT

SCOPE OF WORK

COTTON MILL MARKETPLACE RUSSELL / MILL STREET IMPROVEMENTS

PROMPT

Cotton Mill Marketplace Group LLC plans to develop a high-end mixed use complex on approximately 35 acres in Starkville, Mississippi which will include conversion of the historic E.E. Cooley Building to a certified conference center with professional office space, construction of a hotel, a parking garage, and associated restaurant and specialty shops representing an investment projected in excess of \$ 70,000,000.00

The subject property is bounded on the north by Russell Street. Re-construction, re-alignment, and extension of Mill Street will be required to service the development and provide access to Russell Street. Figure (1) attached provides a schematic of the subject roadways with the scope of work to be performed on each described as follows.

(RUSSELL STREET)

Russell street is currently a 4-lane undivided street with two foot curb and gutter on each side and ten foot lane widths. The proposed work will cover approximately 2,000 feet of roadway, beginning at Highway 12 and traveling west. The current section will consist of two different typical sections, a two-lane street with a shared turn lane in the middle, and a two-lane divided boulevard section, both with 10.5' lane widths. Widening will occur primarily on the south side in order to minimize potential right of way impacts along the already developed north side. Russell Street is primary corridor for student and pedestrian traffic related to Mississippi State University. Bicycle lanes are proposed to be constructed in each direction. Variable width sidewalks are proposed with ADA handicapped ramps at all necessary locations. The City of Starkville currently mandates sidewalks to be incorporated with new construction. A traffic signal is planned for the intersection of Russell Street and Muldrow Drive.

Russell Street design to be in accordance with the Mississippi Department of Transportation Roadway Design Manual, Chapter 14 "Urban Streets".

(MILL STREET)

The E.E. Cooley Building and related Mississippi State University Property have been designated as historic landmarks and are thus under the auspices of the U.S. National Park Service. Extensive review of the proposed development by the U.S. National Park Service has resulted in approval of a defined site plan for the development stipulating the location and primary elevations of Mill Street which is internal to the development Appendix (B) provides documentation of the park service approval.

As depicted on Figure (1), Phase 1 of Mill Street will connect to Russell Street at Muldrow Drive, extend south then west through the development, then north to the termini and existing Mill Street / Russell Street is approximately 1700 linear feet. Right-of-way widths are 30 feet minimum and variable as required to accommodate through lanes and additional turn lanes as approved by the national park service. Curb and gutter sections will collect and transfer stormwater to a stormwater detention facility constructed in conjunction with the development. Sidewalks, cross-walks, signing, and striping are also planned to be incorporated in the design with ADA compliance provided. Pavement structure to be designed to accommodate anticipated heavy construction traffic required in site development.

Extension of Mill Street is planned in Phase 2 of the development which is not yet fully defined.

Mill Street design to be in general accordance with Chapter 14 of the MDOT Roadway Design Manual with consideration of requirements of the U.S. Department of Interior National Park Service and anticipated construction traffic required in accomplishing the development.

ENTER DATA SHEET

DEPARTMENT BUSINESS

12.

APPROVAL OF P & Z ITEM #FP 10-08 A REQUEST BY TABOR CONSTRUCTION AND DEVELOPMENT FOR APPROVAL OF "BELLE GROVE CONDOMINIUMS—PHASE 2" A FINAL CONDOMINIUM PLAT IN AN R-5 (MULTI-FAMILY, HIGH-DENSITY) ZONING DISTRICT LOCATED AT 300 RIVER ROAD IN WARD 4 WITH THE PROPOSED 13 CONDITIONS AS RECOMMENDED BY STAFF.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval of P & Z Item #FP 10-08: a request by Tabor Construction and Development for approval of "Belle Grove Condominiums—Phase 2" a final condominium plat in an R-5 (multi-family, high-density) zoning district located at 300 River Road in Ward 4, with the proposed 13 conditions as recommended by Staff," is enumerated, this consent item is hereby unanimously approved.

Conditions recommended by staff for "Belle Grove Condominium—Phase 2" final condominium plat located at 300 River Road:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
2. The final plat shall meet the minimum requirements for R-5 zoning dimensions.
3. All public utilities are currently in place.
4. Erosion control vegetation shall be established on all disturbed areas.
5. The "Dedication of Utilities and Utility Easement—State of Mississippi county of Okitbbeh" and the "Note" directly above the legend shall be removed from the final plat to be executed and recorded.
6. The "NOTE:" in the center of the plat below the schematic diagram, shall be revised to state: "ALL STREETS AND COMMON AREAS AS SHOWN AND THE SANITARY SEWER COLLECTON SYSTEM ARE PRIVATE AND WILL REMAIN SO"
7. The covenants shall include provisions for the maintenance of common areas, which include internal roadways, and the City Attorney's standard hold-harmless indemnification clause.

8. The City Attorney's standard hold-harmless indemnification clause shall be included on the face of the final plat.
9. The covenants shall include provisions for the ownership, maintenance and operation of the stormwater facilities for the development.
10. The covenants shall include provisions for the ownership, maintenance and replacement of signage (regulatory, warning, informative, etc.) for the development.
11. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
12. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
13. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
14. Execution of the final plat by the City Engineer shall be contingent upon his review and approval of the "as-built" drawings and satisfactory inspection of the stormwater facilities.
15. The applicant agrees that the underground electrical conduit system is not officially accepted by the Starkville Electric Department until all underground conductors have been installed in the conduit(s) and energized. Should repairs to the conduit system be required during the installation of Starkville Electric Department's underground conductors, the applicant is responsible for those repairs in order for Starkville Electric Department to complete the installation of the entire electrical infrastructure.

13.

**APPROVAL OF P & Z ITEM #FP 10-10 A REQUEST BY STARKVILLE
12 LLC FOR APPROVAL OF "RESIDENCE PLACE" A FINAL
SUBDIVISION PLAT IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT
LOCATED AT 335—341 MS HIGHWAY 12 WEST IN WARD 2 WITH THE
PROPOSED 14 CONDITIONS AS RECOMMENDED BY STAFF**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval of P & Z Item #FP 10-10 a request by Starkville 12 LLC for

approval of "RESIDENCE PLACE" a final subdivision plat in A C-2 (general business) zoning district located at 335—341 MS Highway 12 West in Ward 2 with the proposed 14 conditions as recommended by Staff," is enumerated, this consent item is hereby unanimously approved.

Conditions recommended by staff for "Residence Place— final plat located at 335-341 MS highway 12 West:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for C-2 zoning dimensions.
3. ~~The first word of the second paragraph of the "boundary description" is mis-spelled and shall be corrected on the final plat submitted for execution and recording. The following revisions shall be made to the final plat prior to submittal for execution and recording:~~
4. The first word of the second paragraph of the "boundary description" is mis-spelled and shall be corrected on the final plat submitted for execution and recording. An "H" shall be added to "highway" along the roadway schematic. The last word in the tenth line of the boundary description "tehnce" shall be revised to "thence." The phrase "thence north 00 degrees 24 minutes 22 degrees 52 minutes 39 seconds west for 204.03 feet" beginning in the fifteenth line of the boundary description shall be stricken.
5. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Board of Aldermen's agenda.
6. The 10-foot wide general utility easement crossing the access road at Highway 12 shall be adjusted to accommodate a sewer connection to Lot 1 and shall be shown on the final plat submitted for execution and recording.
7. Erosion control vegetation shall be established on all disturbed areas.
8. The access roadway shall be fully constructed and inspected by the City Engineer prior to the issuance of Certificates of Occupancy for any development of Lots 1, 2 and/or 4.
9. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
10. The applicant shall provide a letter stating his understanding that the stormwater detention system will need to be expanded prior to development of Lot 4.
11. The covenants shall include provisions for the maintenance of common areas and the City Attorney's standard hold-harmless indemnification clause.
12. The City Attorney's standard hold-harmless indemnification clause shall be included on the face of the plat.

13. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk and any other infrastructure improvements shall be provided prior to staff execution of the final plat in the amount of \$15,435.00.
14. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
15. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

14.

APPROVAL OF CLAIMS DOCKET #12-21-10-B FOR THE CITY OF STARKVILLE EXCLUDING THE FIRE DEPARTMENT THROUGH DECEMBER 16, 2010 IN THE AMOUNT OF \$377,648.42 IN ACCORDANCE WITH SECTION 17-1-1 OF THE MISSISSIPPI CODE OF 1972,

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval of Claims Docket #12-21-10-b for the City of Starkville excluding the Fire department through December 16, 2010 in the amount of \$377,648.42," is enumerated, this consent item is hereby unanimously approved.

**CLAIMS DOCKET
12-21-10-B
DECEMBER 16, 2010**

General Fund	001	\$219,201.48
Restricted Police Fund	002	161.72
Restricted Fire Fund	003	0.00
Airport Fund	015	11,082.49
Sanitation	022	62,848.01
Landfill	023	1,249.96
Computer Assessments	107	0.00
City Bond and Interest	202	0.00

2009 Road Maint. Bond	304	16,513.60
Fire Station No. 5	306	0.00
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	0.00
Water/Sewer	400	48,554.63
Vehicle Maintenance	500	18,036.53
Hotel/Motel	610	0.00
2% (VCC, EDA, MSU)	630	0.00
Electric		0.00
TOTAL CLAIMS		\$377,648.42

15.

**APPROVAL TO ACCEPT THE NOVEMBER 2010 FINANCIALS
FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval of the acceptance of the November 2010 Financials for the City of Starkville as presented," is enumerated, this consent item is hereby unanimously approved.

16.

**APPROVAL TO AUTHORIZE THE MAYOR TO SIGN THE
AMENDED TVA ENERGY RIGHT PILOT PROGRAM AGREEMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the “approval to authorize the Mayor to sign the amended TVA Energy Right Pilot Program agreement,” is enumerated, this consent item is hereby unanimously approved.

17.

**APPROVAL TO ADVERTISE FOR THE VACANT POSITIONS
OF INFORMATION TECHNOLOGY MANAGER AND
SYSTEMS/NETWORK ADMINISTRATOR**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the “approval to advertise for the vacant positions of Information Technology Manager and Systems/Network Administrator,” is enumerated, this consent item is hereby unanimously approved.

18.

**APPROVAL TO HIRE BILL A. FLOWERS TO THE VACANT
POSITION OF FIREFIGHTER IN THE FIRE DEPARTMENT
ATSTEP 5, GRADE 1 (2900 HOURS) ANNUAL SALARY OF
\$26,517.81 (8.87) PER HOUR SUBJECT TO ONE (1) YEAR
PROBATIONARY PERIOD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the “approval to hire Bill A. Flowers to the vacant position of Firefighter in the Fire department at Step 5, Grade 1 (2900 hours) annual salary of \$26,517.81 (8.87) per hour subject to one (1) year probationary period,” is enumerated, this consent item is hereby unanimously approved.

19.

**APPROVAL TO ADVERTISE FOR REQUESTS FOR
PROPOSALS FOR THE ACCEPTANCE OF RECYCLABLES
FROM THE CITY OF STARKVILLE CURBSIDE
RECYCLING PROGRAM**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval to advertise for Requests For Proposals for the acceptance of recyclables from the City of Starkville Curbside Recycling Program," is enumerated, this consent item is hereby unanimously approved.

20.

**APPROVAL FOR THE SANITATION AND ENVIRONMENTAL
SERVICES DEPARTMENT TO HANDLE RUBBISH PICKUP
THROUGHOUT THE CITY BEGINNING MAY 2011**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 21, 2010 Official Agenda with no objection to consent items, whereby the "approval for the Sanitation and Environmental Services Department to handle rubbish pickup throughout the City beginning May 2011," is enumerated, this consent item is hereby unanimously approved.

END CONSENT ITEMS

21.

**A MOTION TO APPROVE THE MINUTES FROM THE
RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMAN
HELD ON NOVEMBER 16, 2010**

There came for consideration the matter of approving the Minutes from the Recess Meeting of the Mayor and Board of Alderman held on November 16, 2010. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, the Board voted unanimously to approve the Minutes from the Recess Meeting of the Mayor and Board of Alderman held on November 16, 2010.

MAYOR'S COMMENTS

Mayor Parker Wiseman informed the Board that the dates for the upcoming retreat has been set for January 14th and 15th, (Friday afternoon and Saturday morning), with the exact time to be determined.

Mayor Parker Wiseman introduced the newest employee to the City's workforce

Mr. Robert Atkins – Electric Department Collector

BOARD OF ALDERMAN COMMENTS

Alderman Ben Carver after visiting the Airport and seeing all the improvements recognized the Airport personnel for doing such a great job.

CITIZEN COMMENTS

Mr. Alvin Turner Ward 7 addressed the Board concern safety, after the recently televised shooting in a Board Meeting. Mr. Turner also expressed disappointment about the lack of Christmas lights on Main Street during the Christmas Parade. Lastly, Mr. Turner encouraged Ms. Boyd, Sanitation and Environmental Services Director and Mr. Devlin, Public Services Director to impress safety upon their staff during this time of the year.

Mr. Christopher Taylor Ward 7 made a request of the Board to table the remaining items in the Agenda due to the Christmas holiday until the January 2011.

PUBLIC APPERANCES

Mr. Frank Jones and his attorney Mr. Charlie Whinfield appeared before the Board appealing the denial of BOAA Item #VA 10-05 a request to allow 33 parking spaces in lieu of the 40 minimally required for a proposed multi-family

residential development in a C-2 (general business) zoning district located at 517 South Montgomery Street in Ward 4.

PUBLIC HEARING

Alderman Ben Carver introduced the next item for discussion being a request to approve amending the 2009-07 Sidewalk Ordinance to identify the quadrants of the Industrial Region for the City of Starkville being Industrial Road, Miley Road, Pollard Road and Airport Road as specific areas to include for exemption from the requirement for sidewalks.

The Mayor opened the Floor for comments from the Citizens. He devoted 15 minutes to those in favor of the amending the 2009-07 Sidewalk Ordinance to identify specific areas for exemption from the requirement for sidewalks, and 15 minutes to those opposing with an aggregate of 30 minutes.

Those speaking **in favor of amending the 2009-07 Sidewalk Ordinance** to identify specific areas for exemption from the requirement for sidewalks were: **Mr. Rudy Johnson**-Golden Triangle Planning and Development District, **Mr. Jim McKell**-Ward 1, **Mr. Rodney Lincoln**-Ward 2, **Ms. Georgia Murphy**-Ward 3, and **Judge Jim Mills**-Ward 2.

Those **opposing of amending the 2009-07 Sidewalk Ordinance** were: **Mr. Mark Duncan**-Ward 1, **Mr. Chris Gottbrath**-Ward 2, **Mr. Jim Gafford**-Ward 5, **Mr. Dennis Nordin**-Ward 4, **Ms. Charlotte Fuquay**-Ward 5, and **Mr. Nick Wilson**-Ward 4.

The Mayor closed the citizen comment portion of the Public Hearing and asked the Board for further comments or questions. He also reminded the Board of this item requiring action later in the agenda. After further comments by the Board, the Mayor closed the Public Hearing.

22.

A MOTION TO APPROVE ADOPTING A RESOLUTION EXTENDING THE MORATORIUM ON THE ISSUANCE OF 'CERTIFICATES OF OCCUPANCY' AND 'PRIVILEGE LICENSES' FOR CHECK CASHING, TITLE LOAN AND PAYDAY LOAN BUSINESSES FOR AN ADDITIONAL TWELVE MONTHS EFFECTIVE JANUARY 1, 2011 TO DECEMBER 31, 2011, OR UNTIL THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN, OR UNTIL THE CITY ADDRESSES THE ISSUE

**THROUGH ZONING WITHIN THE COMING CALENDAR YEAR
WHICHEVER COMES FIRST.**

There came for consideration the matter of extending the moratorium on the issuance of 'certificates of occupancy' and 'privilege licenses' for various business types. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Roy A'. Perkins to approve adopting a resolution extending the moratorium on the issuance of certificates of occupancy and privilege licenses for check cashing, title loan and payday loan businesses for an additional twelve months effective January 1, 2011 to December 31, 2011, or until the adoption of amendments to the City's Comprehensive Plan, or the city addresses the issue through zoning within the coming calendar year whichever comes first, the Board voted as follows:

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

A RESOLUTION TO EXTEND THE MORATORIUM ON THE ISSUANCE OF PRIVILEGE
LICENSES AND CERTIFICATES OF OCCUPANCY FOR PAYDAY LENDING, CAR TITLE
LOAN AND CHECK CASHING INSTITUTIONS IN THE CITY OF STARKVILLE

WHEREAS, it is determined by the Mayor and Board of Aldermen that the existence and widespread proliferation of "check cashing" establishments also known as "payday lending" institutions and "car title" loan businesses is appropriate to control within the confines of the zoning structure of the municipality; and,

WHEREAS, the proliferation of Payday Lending, Car Title Loan and Check Cashing Institutions is detrimental to the economic vitality of the City of Starkville; and,

WHEREAS, the clustering of such institutions in prominent locations and primary transportation and entrance corridors creates a negative impression for the City of Starkville; and,

WHEREAS, the Mayor and Board have determined a need for the issuance of all certificates of occupancy and privilege licenses for “payday loan” businesses to cease until such time as a new City of Starkville comprehensive plan is adopted; and

WHEREAS, the proper location of such businesses for the City of Starkville will be a factor in deliberations and considerations regarding the development of a comprehensive plan;

WHEREAS, the process for the comprehensive plan has extended beyond the initial moratorium expiration date;

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

THAT the City of Starkville hereby resolves that:

- 1) The businesses commonly referred to as “payday loan” businesses, car title loan businesses and check cashing businesses are to be denied a privilege license and certificate of occupancy for doing business within the city limits of Starkville, Mississippi, for an additional twelve (12) month period commencing January 1, 2011, or until the completion and adoption of a revised comprehensive plan by the Board of Aldermen for the City of Starkville or until the City addresses this matter through zoning whichever comes first.
- 2) Additionally, upon the cessation of operations of currently existing aforementioned businesses for whatever reason their privilege license and certificate of occupancy will not be valid for renewal or transference to another entity.
- 3) This moratorium is not intended to close or to impact those businesses currently operating within the City of Starkville.
- 4) For the purpose of this moratorium, the following definitions are applicable:

Car title loan business means a business, other than a financial institution, with a primary business activity of making small, short-term consumer loans using the equity value of a car or other vehicle as collateral when the title to such vehicle is owned free and clear by the borrower.

Check cashing business means a business, other than a financial institution, with a primary business activity of providing customers with amounts equal to the face value of the check, or those specified in written authorization to electronically transfer money, for a fee.

Financial Institution means an establishment open to the public for the deposit, custody, loan, exchange or issue of money, the extension of credit and/or facilitating the transmission of funds, that is licensed by the appropriate federal agency as a bank, savings and loan association, credit union, or stock brokerage.

Payday advance or loan business means a business, other than a financial institution, with a primary business activity of making small consumer loans which are usually backed by postdated check or authorization to make an electronic debit against an existing financial account, with loan repayment typically due when the borrower’s next paycheck is issued in order to reclaim the postdated check or cancel the electronic debit.

- 5) This moratorium shall apply to all applications currently pending or under review by the City of Starkville as of the date of this resolution.

There came for consideration the matter of approval of a motion to extend the Resolution creating a moratorium on the existence of "payday lending" institutions, car title loan businesses and check cashing businesses in the City of Starkville and that said Resolution shall continue in full force and affect from and after passage commencing on January 1, 2011 to December 31, 2011 by the Board of Aldermen of the City of Starkville.

Following presentation of the foregoing resolution and upon the motion of Alderman Sistrunk, duly seconded by Alderman Perkins, that the Resolution be adopted, and after discussion, the Board voted to adopt the Resolution, as follows:

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

The motion to adopt the foregoing resolution having received a majority of the affirmative votes of the members present, the Mayor declared the motion and resolution passed, approved, and adopted on this the 21st day of December, 2010.

Parker Wiseman, Mayor

ATTEST:

(seal)

Markeeta Outlaw, City Clerk

ORDAINED AND ADOPTED this the 21st day of December, 2010.

23.

**A MOTION TO REVERSE THE DECISION OF THE BOARD
OF ADJUSTMENTS AND APPEALS ON ITEM #VA 10-05 AND
GRANT A VARIANCE TO ALLOW 33 PARKING SPACES IN LIEU
OF THE 40 MINIMALLY REQUIRED FOR A PROPOSED MULTI-FAMILY
RESIDENTIAL DEVELOPMENT IN A C-2 GENERAL BUSINESS
ZONING DISTRICT LOCATED AT 517 S. MONTGOMERY STREET
WITH 9 CONDITIONS AS RECOMMENDED BY STAFF AND A 10TH
CONDITION THAT WOULD REQUIRE THE APPLICANT TO INCLUDE
AN ENCLOSURE FOR A TRASH RECEPTACLE.**

There came for consideration the matter of a variance request to allow fewer parking spaces than required for a multi-family residential development in a C-2 (General Business) zoning district. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to reverse the decision of the Board of Adjustments and Appeals on item #VA 10-05 and grant a variance request to allow 33 parking space in lieu of the 40 minimally required for a proposed multi-family residential development in a C-2 (General Business) zoning district located at 517 S. Montgomery Street with 9 conditions as recommended by staff and a 10th condition that would require the applicant to include an enclosure for a trash receptacle;

Alderman Eric Parker offered an amendment to the motion, that condition 7 be deleted from the list of conditions and the time period in condition 8 be changed from 90 days to 180 days. Alderman Ben Carver seconded the amendment; however, the board unanimously voted against the motion.

Having voted the amendment to the original motion down,

Alderman Eric Parker offered a second amendment to the motion, changing the time period referenced in conditions 7 and 8 from 90 days to 180 days. Alderman Dumas seconded the amendment, and 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: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having received a majority affirmative vote of those members present and voting, the Mayor declared the 2nd amendment to the original motion carried.

The Mayor called for a roll call vote on the original motion which is 'to reverse the decision of the Board of Adjustments and Appeals on item #VA 10-05 and grant a variance request to allow 33 parking spaces in lieu of the 40 minimally required for a proposed multi-family residential development in a C-2 (General Business) zoning district located at 517 S. Montgomery Street with 9 conditions as recommended by staff and a 10th condition that would require the applicant to include an enclosure for a trash receptacle,' with amending conditions 7 and 8 to change the time period reference therein from 90 days to 180 days. The Board voted as follows:

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

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

Conditions recommended by staff for "517 S. Montgomery Street":

1. The number of parking spaces required for the site shall be based upon the total number of bedrooms to be built on the site.
2. There shall be no less than 33 parking spaces provided on-site to meet the minimum number required and to provide guest parking.
3. The placement of the dumpster enclosure shall not conflict with the existing sanitary sewer manhole or any proposed infrastructure improvements on the site.
4. The sidewalk shall remain open, unobstructed and available at all times to provide access to the travelling public.

5. "Compact Parking Only" signage shall be posted at potential "conflicting" parking spaces on the site as deemed appropriate by the City Engineer. The location of this signage shall be shown on the site plan and meet with the approval of the City Engineer.
6. "No Parking" signage shall be posted in the public right-of-way adjacent to the site and shall be strictly enforced by the Starkville Police Department. The location of this signage shall be shown on the site plan and meet with the approval of the City Engineer and Chief of Police.
7. The applicant shall submit a complete site plan package to the City's Development Review Committee and receive approval within ~~ninety (90)~~ one hundred eighty (180) days of approval of the variance request by the Board of Adjustments & Appeals.
8. The applicant shall obtain a building permit and begin construction activities at the site within ~~ninety (90)~~ one hundred eighty (180) days of the approval of the site plan by the City's Development Review Committee.
9. All of the above conditions shall be fully and faithfully executed or the variance shall become null and void.
10. The applicant shall be required to provide a dumpster enclosure per City Ordinance.

24.

**A MOTION TO APPROVE PLANNING AND ZONING ITEM
#PP 10-06: A REQUEST TO APPROVE "REED PLACE SUBDIVISION"
A PRELIMINARY PLAT IN AN R-2 (SINGLE FAMILY/DUPLEX)
ZONING DISTRICT LOCATED AT 800 REED ROAD WITH
9 CONDITIONS AS RECOMMENDED BY STAFF**

There came for consideration the matter of a Preliminary Plat in an R-2 (Single Family/Duplex) zoning district located at 800 Reed Road. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker to approve Planning and Zoning item #PP 10-06: a request to approve "Reed Place Subdivision" a Preliminary Platt in an R-2 (Single Family/Duplex) zoning District located at 800 Reed Road with 9 conditions as recommended by staff, the Board voted as follows:

Alderman Ben Carver
Alderman Sandra Sistrunk

Voted: Yea
Voted: Yea

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.

Conditions recommended by staff for “Reed Place Subdivision” — preliminary plat located at 800 Reed Road:

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

25.

**A MOTION TO ADJOURN UNTIL 5:30 PM
ON TUESDAY January 4, 2011**

Alderman Roy A Perkins, moved that the Board of Aldermen adjourn until 5:30 p.m. on Tuesday January 4, 2011, in the Court Room of City Hall located at 101 Lampkin Street, Starkville, MS. Alderman Richard Corey, seconded, with the motion carrying unanimously.

PARKER WISEMAN, MAYOR

EMMA GIBSON-GANDY,
DEPUTY CITY CLERK

SIGNED AND SEALED THIS ___ DAY OF _____ 2011