

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM: IV - A
AGENDA DATE: MAY 1, 2012
PAGE: 1 OF MANY

SUBJECT: Minutes for the March 20, 2012 Recess Meeting of the Mayor and Board of Aldermen.

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT: Office of the City Clerks Clerk	DIRECTOR'S AUTHORIZATION: Markeeta Outlaw, City
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FOR MORE INFORMATION CONTACT: Markeeta Outlaw, City Clerk

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the March 20, 2012 Recess Meeting of the Mayor and Board of Aldermen.

SUGGESTED MOTION: Move approval of the Minutes of the March 20, 2012, Recess Meeting of the Mayor and Board of Aldermen (as presented OR with corrections)

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

**The City of Starkville, Mississippi
March 20, 2012**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on March 20, 2012 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Alderman Richard Corey, Jeremiah Dumas, Roy A.' Perkins, and Henry Vaughn, Sr.,. Attending the Board were City Clerk Markeeta Outlaw and Attorney Ronnie Robertson replacing the Absent City Attorney Chris Latimer.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA

Alderman Jeremiah Dumas requested the following changes to the March 20, 2012 Official Agenda

Add to Consent Item IV-A Approval of the Minutes of the February 7, 2012 Regular Meeting of the Mayor and Board of Aldermen

Add to Consent Item IX-A Authorization to apply for the 2012 MDOT Summer Youth Program Transportation Grant in the amount of \$35,000.00 with the 20% Matching Funds from the Ending Fund Balance.

Remove from Official Agenda Item X-B Consideration of appointing a (Board of Alderman) Liaison to the Commission on Disability.

Add to Consent Item X-C Approval on In-Kind Services to be provided by the Street Department to install Way Finding Signage for the Downtown Area.

Add to Consent Item XI-I-2 Approval to adopt a Personnel Performance Evaluation Policy as part of the Personnel Policy Manual.

Add to Consent Item XI-L-1 Approval to accept the lowest and best bid to Lease-Purchase two 25-yard Refuse Trucks and one 32-yard Refuse Truck form Sansom Equipment.

Remove from Official Agenda item VII-A The Presentation by Jennifer Gregory and Jeremy Murdoch of the Main Street Association of the proposed Way Finding Signage for the Downtown Area.

1.

A MOTION TO APPROVE THE OFFICAL AGENDA AS REVISED

There came for consideration the matter of approving and adopting the March 20, 2012, Official Agenda of the Recess Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve the March 20, 2012, Official Agenda as modified with items listed as consent, the Board voted unanimously to approve the motion.

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

RECESS MEETING OF TUESDAY, MARCH 20, 2012
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

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

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

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

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

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

- A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE
REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY
OF STARKVILLE FOR FEBRUARY 7, 2012.

V. ANNOUNCEMENTS AND COMMENTS

MAYOR'S COMMENTS:

MAYOR WISEMAN AND ALDERMAN PARKER PRESENT A PROCLAMATION
TO RECOGNIZE THE STARKVILLE ACADEMY GIRLS BASKETBALL
TEAM FOR THEIR STATE AAA AND OVERALL CHAMPIONSHIP WIN

INTRODUCTION OF NEW EMPLOYEES:

ELIZABETH PEACOCK – ELECTRIC DEPARTMENT

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

- A. PRESENTATION OF THE PROPOSED WAY FINDING SIGNAGE FOR
THE DOWNTOWN AREA BY JENNIFER GREGORY AND JEREMY
MURDOCH OF THE MAIN STREET ASSOCIATION.

- B. PRESENTATION BY JOAN MYLROIE REGARDING THE WORLD NEIGHBORS ASSOCIATION.

VIII. PUBLIC HEARING

THERE ARE NO PUBLIC HEARINGS FOR THIS AGENDA

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF A SUMMER YOUTH PROGRAM TRANSPORTATION GRANT IN THE AMOUNT OF \$35,000.

X. BOARD BUSINESS

- A. DISCUSSION REGARDING THE STAFFING AND OPENING OF FIRE STATION #5.
- B. CONSIDERATION OF APPOINTING A BOARD OF ALDERMEN LIAISON TO THE COMMISSION ON DISABILITY.
- C. CONSIDERATION OF THE APPROVAL OF THE USE OF CITY IN-KIND SERVICES FOR THE INSTALLATION OF THE WAY FINDING SIGNAGE FOR THE DOWNTOWN AREA ON BEHALF OF THE STARKVILLE MAIN STREET ASSOCIATION.

XI. DEPARTMENT BUSINESS

- A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

- B. BUILDING, CODES AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

- C. OFFICE OF THE CITY CLERK

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF MARCH 15, 2012.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL CITY DEPARTMENTS EXCEPT FIRE DEPARTMENT AS OF MARCH 15, 2012.

3. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING FEBRUARY 29, 2012, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

4. REQUEST ACCEPTANCE OF THE PROPOSAL FROM REYNOLDS INSURANCE FOR THE CITY OF STARKVILLE PROPERTY INSURANCE.

- D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

- E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE ELECTRIC DEPARTMENT TO ENTER INTO AN ELECTRIC

**LINE CONSTRUCTION AND MAINTENANCE AGREEMENT
WITH MCELROY ELECTRIC.**

**### 2. REQUEST AUTHORIZATION TO ACCEPT LOWEST BID FOR
THE OPGW HARDWARE FROM STUART C. IRBY AT
\$40,991.22.**

F. ENGINEERING AND STREETS

THERE ARE NO ITEMS FOR THIS AGENDA

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST APPROVAL TO ADVERTISE TO FILL A
TEMPORARY, FULL-TIME POSITION (WITH BENEFITS) FOR
THE POSITION OF BUILDING INSPECTOR.

2. REQUEST CONSIDERATION OF THE ADOPTION OF A
PERSONNEL PERFORMANCE EVALUATION POLICY AS
PART OF THE PERSONNEL POLICY MANUAL.

***** 3. *REQUEST AUTHORIZATION TO HIRE TWO (2) LABORERS FOR
THE SANITATION AND ENVIRONMENTAL SERVICES
DEPARTMENT ON A TEMPORARY, FULL-TIME BASIS.*

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. PUBLIC SERVICES

THERE ARE NO ITEMS FOR THIS AGENDA

L. SANITATION & ENVIRONMENTAL SERVICES

~~***** THERE ARE NO ITEMS FOR THIS AGENDA~~

***** 1. *REQUEST AUTHORIZATION TO ACCEPT THE LOWEST
AND BEST BIDS TO LEASE-PURCHASE TWO (2) 25
YEAR REFUSE TRUCKS AND ONE (1) 32 YARD
REFUSE TRUCK FROM SANSOM EQUIPMENT
COMPANY.*

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

***** B. *PROPERTY ACQUISITION*

XV. OPEN SESSION

**XVI. ADJOURN UNTIL APRIL 3, 2012 @ 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. Bob Hall, at (662) 323-2525, ext. 132 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 – NO ITEMS

XI. DEPARTMENT BUSINESS

- A. AIRPORT – NO ITEMS
- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
 - 2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT FIRE DEPARTMENT AS OF MARCH 15, 2012.
 - 3. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING FEBRUARY 29, 2012, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.
 - 4. REQUEST ACCEPTANCE OF THE PROPOSAL FROM REYNOLDS INSURANCE FOR THE CITY OF STARKVILLE PROPERTY INSURANCE.
- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT
 - 1. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE ELECTRIC DEPARTMENT TO ENTER INTO AN ELECTRIC LINE CONSTRUCTION AND MAINTENANCE AGREEMENT WITH MCELROY ELECTRIC.
 - 2. REQUEST AUTHORIZATION TO ACCEPT LOWEST BID FOR THE OPGW HARDWARE FROM STUART C. IRBY AT \$40,991.22.
- F. ENGINEERING AND STREETS – NO ITEMS
- G. FIRE DEPARTMENT – NO ITEMS
- H. INFORMATION TECHNOLOGY – NO ITEMS
- I. PERSONNEL – NO ITEMS
- J. POLICE DEPARTMENT – NO ITEMS
- K. PUBLIC SERVICES – NO ITEMS
- L. SANITATION AND ENVIRONMENTAL SERVICES - NO ITEMS

CONSENT ITEMS 2-11

2.

APPROVAL OF THE MINUTES OF THE FEBRUARY 7, 2012 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent items, whereby the “approval of the Minutes of the February 7, 2012 Regular Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby unanimously approved.

3.

APPROVAL AUTHORIZING THE APPLICATION OF A SUMMER YOUTH PROGRAM TRANSPORTATION GRANT IN THE AMOUNT OF \$35,000.00 WITH 20% MATCHING FUNDS FROM ENDING FUND BALANCE

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent items, whereby the “approval and authorization of an application for the MDOT 2012 Summer Youth Program Transportation Grant in the amount of \$35,000.00 with the required 20% matching funds from the Ending Fund Balance” is enumerated, this consent item is thereby unanimously approved.

MDOT 2012 Transportation Enhancement *URBAN YOUTH CORPS PROGRAM*

OVERVIEW

The Mississippi Transportation Commission (MTC) invites any City Government with a 2010 census population of 10,000 or greater to apply for funding of a *Transportation Enhancement-Urban Youth Corps Program* project. This program has been implemented under the provision of the National and Community Service Act of 1993, Section 106(d) which establishes the *Urban Youth Corps* Program within the U.S. Department of Transportation. The program utilizes Federal Transportation Enhancement funds to contribute 80% of the total project cost, up to a maximum amount of \$35,000 in Federal funds for each approved project. Each approved project applicant must provide local matching funds and/or payment-in-kind of at least 20% of the total project cost.

The *Transportation Enhancement-Urban Youth Corps Program* is a youth employment and training service program, established to: (1) offer meaningful full-time or productive summer work for individuals between the ages of 16 and 25 in **transportation-related** settings; (2) give the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic life skills, education, training, safety, etc.; and (3) provide the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

The *Transportation Enhancement-Urban Youth Corps Program* utilizes Federal Transportation Enhancement Program funds, and therefore, eligible project activities must follow guidelines similar to the Transportation Enhancement Program.

The **eligible activities** for *Transportation Enhancement-Urban Youth Corps Program* projects include:

- Providing facilities for pedestrians and bicycles.
- Landscaping and scenic beautification projects within highway rights-of-way or in

proximity to transportation facilities; the scope of work for this activity may include planning and organizing specific work items (for example, the selection of plant types and locations of plantings).

- Preservation or rehabilitation of historic markers, buildings, structures, or facilities having significance to transportation.
 - Preservation of abandoned railway corridors.
 - Maintaining and/or revitalizing existing landscaped sites during the program period.
 - Implementation of a summer/part-time work program wherein the youths work for the municipality on non-specific, **transportation-related** projects.

4.

APPROVAL OF CITY PROVIDED IN-KIND SERVICES TO INSTALL WAY FINDING SIGNAGE FOR THE DOWNTOWN AREA ON BEHALF OF THE STARKVILLE MAIN STREET ASSOCIATION

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent items, whereby the “approval of City provided In-Kind Services to install Way Finding Signage for the Downtown Area on behalf of the Starkville Main Street Association” is enumerated, this consent item is thereby unanimously approved.

Project Site	Wayfinding Signage- various locations around Starkville
Work Description	Install 7 Signs on MDOT Roadways 2 posts per sign, 65" pre-assembled sign, 14'4" post, breakaway attachment, 48"x12"D foundation Install 11 Signs on City Roadways 1 post per sign, 34" pre-assembled sign, 16'11" post, breakaway attachment, 48"x12"D foundation
Responsibilities	Street Dept: Labor for sign foundation and post installation, Labor for pre-assembled sign installation Equipment, Fuel for Equipment and vehicles Main Street: Materials (signs, sign posts, sign hardware, break-away supports, concrete, reinforcing steel), equipment rental, Labor for pre-assembling signs (installing panels and labeling each sign)

Employee	Hourly Wage	Social Security	Retirement	Total Wage + Benefits	Time		Total Labor Cost	
					Total Hours			
Foreman	16.23	1.24	1.95	19.42	96.5		\$ 1,873.95	
Operator	10.22	0.78	1.23	12.23	96.5		\$ 1,180.02	
Laborer	8.81	0.67	1.06	10.54	96.5		\$ 1,017.22	
Laborer	8.81	0.67	1.06	10.54	96.5		\$ 1,017.22	
Subtotal Labor								\$ 5,088.42

Equipment		Time	
Description	Hourly Rate	Total Hours	Equip. cost
Bobcat Skid Steer	\$ 35.00	18.5	\$ 647.50
Backhoe	\$ 45.00	18.5	\$ 832.50
Dump Truck (2 CY)	\$ 35.00	18.5	\$ 647.50
Subtotal Equipment			\$ 2,127.50

Total Street Department Labor & Equipment **\$ 7,215.92**

5.

APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET AS OF MARCH 15, 2012 ALL DEPARTMENTS EXCLUDING FIRE DEPARTMENT

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent items, whereby the “approval of the City of Starkville Claims Docket as of March 15, 2012 for all Departments excluding Fire Department” is enumerated, this consent item is thereby unanimously approved.

**CLAIMS DOCKET
03-20-12-B
MARCH 20, 2012**

General Fund	001	\$536,968.05
Restricted Police Fund	002	0.00
Restricted Fire Fund	003	0.00
Airport Fund	015	781.78
Sanitation	022	31,381.75
Landfill	023	3,175.82
Computer Assessments	107	0.00
CDBG	116	1,650.00
City Bond and Interest	202	64,686.88
2009 Road Maint. Bond	304	0.00
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	2,335.00
Water/Sewer	400	138,821.07
Vehicle Maintenance	500	1,780.28
Hotel/Motel	610	0.00
2% (VCC, EDA, MSU)	630	0.00
Electric		0.00
TOTAL CLAIMS		\$781,580.63

6.

ACCEPTANCE OF THE REPORT OF RECEIPTS AND EXPENDITURES FOR PERIOD ENDING FEBRUARY 29, 2012, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent items, whereby the “approval of the Report of Receipts and Expenditures for the Period Ending February 29, 2012, in accordance with §21-35-13 of the Mississippi Code of 1972, Annotated” is enumerated, this consent item is thereby unanimously approved.

7.

APPROVAL TO ACCEPT THE PROPOSAL SUBMITTED BY REYNOLDS INSURANCE TO PROVIDE PROPERTY COVERAGE FOR THE CITY OF STARKVILLE FOR THE PERIOD APRIL, 2012 THROUGH MARCH, 2013

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent

items, whereby the “approval to accept the proposal submitted by Reynolds Insurance to provide property insurance coverage for the City of Starkville for the period of April, 2012 through March 2013” is enumerated, this consent item is thereby unanimously approved.

M&F

Insurance

Group, Inc., A Division of M&F Bivtk

March 12, 2012
City of Starkville
101 Lampkin Street
Starkville, MS 39759

RE: Property Insurance Proposal

To Whom It May Concern:

We are pleased to present the bid proposal for the property insurance for the City of Starkville beginning April 1, 2012 for a term of one year. The bid is based upon the updated information provided by city department heads. Each department had substantial updates during the year.

The quote includes a total value of buildings and contents in the amount of \$41,350,221 on a blanket basis. This includes equipment breakdown coverage and carries a deductible of \$25,000. Also included in the property quote is \$3,000,000 of earthquake coverage. The inland marine (contractor's equipment) coverage carries a total value of \$3,273,042 for scheduled equipment and an additional \$100,000 for rented/leased equipment.

This quote includes physical damage coverage for the city's automobiles. We have a total of 174 vehicles covered and they all have a \$500 comprehensive deductible and a \$1,000 collision deductible. These deductibles apply regardless of the value of the vehicle.

The total annual premium for this bid is \$83,614, which includes terrorism premium of \$1,482. The terrorism premium can be rejected if the city wishes and would reduce the bid to \$82,132. The company quoted is One Beacon Insurance Company, which is an admitted company and rated A XI by AM Best. Each coverage has additional features and benefits that I have highlighted within the proposal. Thank you for the opportunity to provide insurance for the City of Starkville. If you have any questions about the proposal, please do not hesitate to call.

Sincerely,



Jason Ryder, CIC

Reynolds Insurance Agency
307 East Main Street
P.O. Box 843

8.

**APPROVAL FOR THE CITY OF STARKVILLE TO ENTER INTO
AN ELECTRIC LINE CONSTRUCTION AND MAINTENANCE AGREEMENT
WITH MCELROY ELECTRIC**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent items, whereby the "approval authorizing entering into an Electric Line Construction and Maintenance Agreement with McElroy Electric" is enumerated, this consent item is thereby unanimously approved.

**AGREEMENT
FOR
SUBSTATION AND ELECTRIC LINE
CONSTRUCTION AND MAINTENANCE**

This AGREEMENT made and entered into this 21st day of March _____ of 2012, between McElroy Electrical Co., Inc a Corporation (Corporation, Partnership, etc.), hereinafter referred to as "CONTRACTOR", organized and existing under the laws of the State of Mississippi and the CITY OF STARKVILLE ELCTRIC DEPARTMENT, hereinafter referred to as "OWNER".

WITNESSETH:

For the consideration and subject to the terms and conditions hereafter set forth, the OWNER and the CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall perform substation and line construction work and substation and line maintenance work as may be assigned from time to time by the designated representative of the OWNER. The CONTRACTOR shall perform all work within the locations designated by the OWNER'S representative.

The CONTRACTOR will furnish all supervision, labor, tools, equipment, and transportation, and shall perform in a good, proper and workmanlike manner, all work required (a) to construct overhead and underground electric lines, (b) to perform overhead and underground electric line maintenance, (c) to construct substation facilities, (d) to perform substation facilities maintenance, (e) to provide storm and/or emergency assistance in the repair of overhead and underground electric lines; and (f) to perform other miscellaneous work as may be requested by the OWNER. All materials for the work shall be furnished by the OWNER, except for such miscellaneous materials, equipment and supplies to be furnished by the CONTRACTOR at the request of the OWNER. The work will be performed within, the corporate limits of the City of Starkville, in such areas as designated by the OWNER.

The CONTRACTOR will furnish a crew as requested by the OWNER from time to time. He shall use all diligence to the limit of his ability to furnish said crew when requested, but does not guarantee to be able to furnish a crew at any time the same may be requested by the OWNER. The number and job classifications of the employees composing a crew and the items of equipment to be used shall be specified

by, and may be changed with approval of, the OWNER'S Manager or such other person as may be designated by the OWNER

2. MATERIALS

All materials will be furnished by the OWNER unless CONTRACTOR is specifically instructed to furnish all or part the same. Materials will be picked up by the CONTRACTOR at the OWNER'S warehouse, or at the option of the OWNER, will be delivered to the CONTRACTOR'S assembly point or job site. Upon completion of the work assigned, the CONTRACTOR shall return all excess new materials furnished by the OWNER and all removed materials to the OWNER'S warehouse as directed by the OWNER. These materials shall be delivered in a manner and packaged as directed by the OWNER.

CONTRACTOR, acting as an independent CONTRACTOR, shall be responsible for all of OWNER'S materials so issued to it or removed from the job and shall make an accounting of all items for each Work Order, with a reasonable allowance being made for normal waste, loss, and breakage. It is further understood and agreed that CONTRACTOR shall be held liable for loss or destruction of any and all materials and supplies furnished by OWNER that are in the possession and control of CONTRACTOR. .

OWNER may instruct CONTRACTOR in writing, as part of the Work Order, to furnish any part or all of the materials for a job. OWNER shall pay CONTRACTOR for such materials furnished and incorporated in the job at CONTRACTOR'S cost plus percentage shown in Appendix "A". CONTRACTOR'S cost shall be determined from the suppliers' invoices plus transportation charges to OWNER'S warehouse.

3. SPECIFICATIONS

The work performed for OWNER by CONTRACTOR under the terms of this Agreement shall be performed in a workmanlike manner and shall comply with OWNER'S "Distribution Specifications", "Transmission Specifications" and "Substation Specifications" (collectively referred to as SPECIFICATIONS). Copies of said "Distribution Specifications", "Transmission Specifications" and "Substation Specifications" shall be furnished to CONTRACTOR in advance of the work.

The SPECIFICATIONS may be modified from time to time by the OWNER, without the necessity of a formal amendment to the Agreement. The OWNER shall notify the CONTRACTOR in writing of any changes in the SPECIFICATIONS and shall provide the CONTRACTOR with such modifications, either by providing a complete substitute or providing substitute pages as replacements for the then current set of SPECIFICATIONS

The OWNER may submit additional SPECIFICATIONS and drawings from time to time under which work under this Agreement will be performed indicating the location and scope of such work, and such SPECIFICATIONS and drawings automatically become part of this Agreement at such time.

4. SUPERVISION

The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR'S safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.

CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with SPECIFICATIONS. Any equipment or materials that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

When necessary or requested by OWNER, CONTRACTOR shall be responsible for coordinating the work with all entities having joint use agreements with OWNER. In connection with underground and buried construction work, CONTRACTOR shall be responsible for coordinating all work hereunder with all utility companies and municipalities having facilities near such work.

OWNER will furnish CONTRACTOR with plans, data, records, specifications, and other information regarding the work. If CONTRACTOR discovers any errors, omissions, discrepancies, or conflicts, in any such information, CONTRACTOR shall immediately so inform OWNER in writing. Any work affected by such discoveries that is performed by CONTRACTOR prior to authorization by OWNER shall be at CONTRACTOR'S risk and expense.

CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement.

Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR'S ability to perform fully this Agreement in the manner and within the time required by OWNER.

CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR'S employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

5. WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to at all times enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.....

The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All

of the CONTRACTOR'S personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

CONTRACTOR agrees to immediately remove, at OWNER'S request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may

issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein.- No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

6. INSPECTION OF WORK

The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER'S inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER'S inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees, but shall be only for the purpose of assuring that the work complies with the Agreement. AH persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever. - •

7. QUALITY CONTROL

The quality of the work shall be checked by an OWNER'S representative and the CONTRACTOR'S General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS, giving special attention to electrical jumpers, proper connector installation, proper switch adjustment, conductor sag and spacing, pole ground placement and connections, ground rod depth and proper spacing of pole fixtures and devices, and appearance of the complete structure and general work area. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

8. TERMINATION OF THE AGREEMENT

OWNER may terminate the Agreement at any time, for OWNER'S convenience, by delivery of written notice of such termination to CONTRACTOR, and CONTRACTOR shall immediately cease the work and transfer to OWNER, in accordance with OWNER'S directions, all materials, supplies, work in progress, equipment, machinery or tools acquired by CONTRACTOR in connection with the performance of the work and for which CONTRACTOR is reimbursed hereunder, and all drawings, specifications, plans, sketches, and information for use in connection therewith. CONTRACTOR shall, if directed by the OWNER and to the extent stated in the notice of termination, do such work as may be necessary to preserve the work in progress and to protect material and equipment on the job site or in transit thereto.

If work is not being done in accordance with the Agreement, any work in progress shall be stopped immediately by the CONTRACTOR upon request of the OWNER. Further, this Agreement may be cancelled by the OWNER by delivery of written notice of such termination to CONTRACTOR in the event the CONTRACTOR fails to perform the work in accordance with the SPECIFICATIONS or otherwise breaches any of the terms and conditions of the Agreement. The remedies of the OWNER set forth in this Agreement are cumulative and in addition to all rights and remedies provided by law or equity.

9. IDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the OWNER and its officers, agents, servants, and employees from and against all loss, damage or liability resulting from claims, suits, and actions for injuries to persons (including death) and damages to property caused by or arising out of any negligent (including strict liability), wanton or intentional act or omission in the performance of the work by the CONTRACTOR, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, in any way associated or connected with the performance of the obligations herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory negligence of the OWNER, its officers, agents, servants, or employees. The foregoing indemnity shall include, but not be limited to, court costs, attorney fees, costs of investigation, costs of defense, settlements and judgments associated with such claims, suits or actions.

10. INSURANCE

CONTRACTOR, at his expense, shall procure and maintain during the term of this Agreement insurance in accordance with the requirements in EXHIBIT "C" attached hereto and made a part hereof. The provisions herein requiring the CONTRACTOR to carry said insurance shall not be construed as in any manner waiving, relieving or restricting the liability of the CONTRACTOR as to any obligations imposed under this Agreement.

11. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on

the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.

It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER'S business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

12. SUBROGATION

This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

13. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

14. LABOR PRICE SCHEDULE AND WORK RULES

The CONTRACTOR agrees to furnish labor and supervision, and the OWNER agrees to pay for same, in accordance with the prices listed in EXHIBIT "A". All work performed shall conform to the work rules set forth in EXHIBIT "B", attached hereto and made apart hereof.

15. EQUIPMENT RENTAL

The CONTRACTOR agrees to furnish tools, equipment, and transportation to accomplish the assigned work and the OWNER agrees to pay for same in accordance with the prices listed in EXHIBIT "A". All work shall conform to the work rules set forth in EXHIBIT "B" attached hereto and made apart hereof.

16. CONTRACTOR'S MISCELLANEOUS COSTS

The OWNER shall pay for mobilization and demobilization of the CONTRACTOR'S crews for either routine or emergency work at the OWNER'S request in accordance with EXHIBIT "B" attached hereto made apart hereof. OWNER shall pay CONTRACTOR at actual cost for CONTRACTOR'S costs directly expended on the job for actual and reasonable lodging and meals for CONTRACTOR'S crews performing emergency work. OWNER may at its option provide lodging and meals for CONTRACTOR'S crews performing emergency work.

17. TERMS OF ACCOUNT AND PAYMENT

OWNER agrees to pay for the work in accordance with the prices listed in the attached EXHIBITS. OWNER agrees to pay for the work within thirty (30) days upon receipt of the invoice, provided the work being invoiced has been completed to the satisfaction of OWNER. The Basis of Charges under this Agreement set forth in EXHIBIT "A", attached hereto and made a part hereof. The Basis of Charges shall be effective for the period beginning on the Effective Date shown on EXHIBIT "A" for a period of one year.

Either party requesting a change in the Basis of Charges must provide notice thereof thirty (30) days prior to the beginning of the following annual period. The Basis of Charges may not be adjusted upward more than 75% of the United States Department of Labor Bureau of Labor Statistics' latest twelve month trailing Consumer Price Index for All Urban Consumers (CPI-U).

All Federal, State and other governmental division taxes, including sales or use taxes, and all taxes or contributions for unemployment compensation, social security, and similar laws applicable to the CONTRACTOR and his employees shall be included in the Basis of Charges and the OWNER shall not be liable for additional charges because of such taxes or contributions.

The CONTRACTOR shall prepare and submit a summary of the work performed during each calendar week. The summary shall be submitted to the OWNER no later than Tuesday of the week following the week covered by the summary. The summary shall set forth:

- a. The location of work performed (by Job/Map number or name of street, road, property owner, work request number, or similar identification);
- b. If work is performed at more than one location during that week, then the number of hours or days worked at each location;
- c. The name, job classification, rate of pay and number of hours worked by each employee;
- d. Each item of equipment utilized during that week, the hourly rate and the number of hours of operation of each item of equipment.

18. REVISION OF CONTRACT SPECIFICATIONS AND EXHIBITS

The parties may by mutual agreement, and without the necessity of a formal amendment to the Agreement, make modifications to the SPECIFICATIONS, Basis of Charges, Work Rules, and Insurance Requirements, by preparing substitutes for EXHIBITS "A", "B" and "C", respectively. Each substitute EXHIBIT shall be identified by the effective date of the substitute EXHIBIT and shall be signed by authorized personnel of the parties. Thereupon, such substitute EXHIBIT shall, on

its effective date, automatically supersede all previous EXHIBITS of the same category and become a part of this Agreement by reference.

19. TERM OF CONTRACT

The term of this Agreement shall be for an initial period of one (1) year beginning on the Effective Date and continuing thereafter for a maximum of four (4) years or- until terminated for convenience (a) by the OWNER by giving seven (7) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving thirty (30) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

20. USE OF OWNER OWNED EQUIPMENT

When any of the tools, property, or equipment owned or leased by OWNER are used by CONTRACTOR, CONTRACTOR shall be responsible and does hereby agree to indemnify, save harmless, and defend OWNER against any loss or damage to OWNER'S tools, property, or equipment and against the payment of any sum of money arising from claimed injury to persons or property by said tools, property, equipment, or the use thereof. All tools, equipment, or property furnished by OWNER shall be inspected by CONTRACTOR in advance and its use of same shall be conclusive evidence that such property was in good condition and was fit for the use intended.

21. WARRANTY

CONTRACTOR warrants that all work performed hereunder shall be free from defects in workmanship and shall be performed in a timely, safe, and professional manner and in accordance with all specifications, plans, and instructions, and all applicable laws, ordinances, regulations, industry codes (including, but not limited to, the National Electric Safety Code) and all terms and conditions of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, shall be deemed an original, but all of which shall constitute but one and the same instrument

23. NO WAIVER

OWNER'S failure to insist on performance of any term* condition, of instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter¹ waive any such term, condition, instruction, right, privilege or breach. No waiver by OWNER of any breach of* any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER'S Representative.

24. ENTIRE AGREEMENT

This Agreement and its EXHIBITS embody the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall, not be bound by or be liable for any statement* representation, promise* inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

CUT OF STARKVEXE ELECTRIC DEPARTMENT

ATTEST:

SIGNATURE:

NAME: _____

TITLE

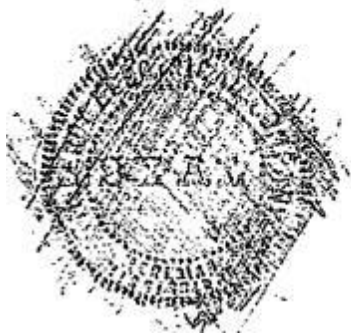
DATE

CONTRACTOR

ATTEST:

Dottie Sharp

[Signature]



SIGNATURE:

NAME: J- Christopher Sharp

TITLE: Vice President

-10 DATE 3-21-12

EXHIBIT A
SUBSTATION AND ELECTRIC LINE
CONSTRUCTION AND MAINTENANCE
BASIS OF CHARGES

1. BASIS OF CHARGES: LABOR

<u>Classification</u>	■	<u>Straight Time Rate Per Hour</u>
Working Line Foreman		\$ See Attached Exhibit D
Lineman, Journeyman		\$ See Attached Exhibit D; •
Lineman, Apprentice		\$ See Attached Exhibit D
Equipment Operator		\$ See Attached Exhibit D:
After Hours "Routine" Overtime Rate Multiplier		See AttachedQAibitD %
Emergency "Storm Restoration" Rate Multiplier		See Attached Exhibit D %

2. BASIS OF CHARGES: OVERHEAD

The following amount shall be added to the Labor Charges:

See Attached Exhibit D % of actual COSt of payroll

This amount includes profit, employee benefits and all overhead costs for home office, job: site^ executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, hoh\kys, vacation, sick leave, etc..

3. BASIS OF CHARGES: REQUIRED EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment such, as hand lines, bolt cutters, traffic control signs and devices, hand and power actuated compression tools and cutters, files,, bits, ropes, etc., including all necessary personal protective equipment to perform energized "gloving" work at or below 15 kV shall also be included in equipment rates.

<u>Equipment Description</u>	<u>Rate Per Hour</u>
Line truck, hydraulic digger derrick 4X2, equivalent to Commander 4000, with 10,000 pound minimum capacity, equipped with line body, insulated boom, gas powered chainsaw, hydraulic operated tools and winch.	See Attached \$ Exhibit D

Bucket truck, material handler, 4 X2, insulated boom, equivalent to Altec AA600, not less than 55 foot working height, 750 pound material handling capability, equipped with line body and hydraulic operated tools.

**See Attached
\$ Exhibit D**

Truck, pickup, ³A ton or 1-ton, long wheelbase, crew cab

**See Attached
\$ ExhibitD. . :**

Trailer, distribution pole type, 10,000 pound capacity

**See Attached \$
Exhibit D .**

BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT.

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be . charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates.

<u>Equipment Description</u>	<u>Rate Per Hour</u>
<u>See Attached Exhibit D</u>	<u>\$: See Attached , Exhibit D</u>
<u>See Attached Exhibit D</u>	<u>\$: See. Attached ExhibitD</u>
See Attached Exhibit D	<u>\$ See Attached Exhibit D</u>
<u>See Attached Exhibit D</u>	<u>\$ See Attached- ExhibitD</u>
<u>See Attached Exhibit D</u>	<u>\$ See Attached ExhibitD</u>
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<u>Attached Exhibit D See</u>	<u>\$ See Attached ExhibitD</u>
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<u>Attached Exhibit D See</u>	<u>\$ See Attached ExhibitD</u>
<u>Attached Exhibit D</u>	<u>\$ See Attached Exhibit D</u>

See Attached
Exhibit D

See
Attached
Exhibit J

See Attached
Exhibit D

See
Attached
Exhibit D

See Attached
Exhibit D

See
Attached
Exhibit J

See Attached
Exhibit U

See
Attached
Exhibit
D

5. BASIS OF CHARGES: MATERIAL MARK-UP RATE

The OWNER may instruct the Contractor to furnish any part or all of its materials for a job. The OWNER shall pay the CONTRACTOR for such materials furnished and incorporated in the job at the CONTRACTOR'S direct actual cost and the following amount, to cover overhead and profit, shall be added to the direct actual material cost:

See
Attached
Exhibit
O . % of direct actual material cost

The CONTRACTOR'S cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR'S job site.

CITY OF STARKVILLE ELECTRIC DEPARTMENT

ATTEST;

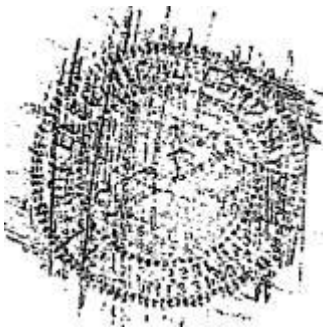
SIGNATURE:

NAME: , _____

TITLE: _____

DATE: _____

CONTRACTOR



SIGNATURE;

NAME- J. Christopher Sharp

TITLE: Vice President

DATE: 3/12/13

EXHIBIT B
SUBSTATION AND ELECTRIC LINE
CONSTRUCTION AND MAINTENANCE
WORK RULES

1. REGULAR WORK PERIOD

The Regular Work Week shall be a forty (40) hour week consisting of four (4) - ten (10) hour days, Monday through Thursday, or as designated by the OWNER. The Regular Work Day shall be between the hours of 7:00 AM and 6:00 PM, or as designated by the OWNER.

Charges for labor are to be at the straight time rate shown in EXHIBIT "A" actually paid per hour for the first forty (40) hours per man per week. The CONTRACTOR is not authorized to work more than forty (40) hours per week in the Regular Work Week, unless requested to do so by the OWNER.

In the event a crew is prevented from working part or all of a Regular Work Day because of inclement weather conditions, equipment problems or similar conditions, the crew may "make up" the lost time with approval of the OWNER by working on one of their off-days or extending the hours of work on a Regular Work Day in the same work week. A crew will not be allowed to make up less than four (4) hours on an off day. All "make up" time shall be paid for at straight time rates.

2. HOLIDAYS

The following holidays will be observed: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day and the day following Christmas Day. Holidays shall be observed by the CONTRACTOR on the same days as observed by the OWNER.

If a crew is required by the OWNER to work on a holiday, the OWNER shall be charged for all hours worked at the "Overtime" rate shown in EXHIBIT "A".

3. OVERTIME

If the OWNER requests the CONTRACTOR to work in excess of the scheduled hours in a Regular Work Day or in a Regular Work Week, payment for the additional hours worked shall be at the "Overtime" rate shown in EXHIBIT "A".

4. EMERGENCIES

When a crew is required by the OWNER to work outside of the hours in a Regular Work Day or Regular Work Week due to emergencies (tornadoes, hurricanes, ice storms, wind storms, etc.)

the OWNER shall be charged for all hours worked at the "Emergency" rate as shown in EXHIBIT "A" and the OWNER shall furnish meals for the crew. If a crew is away from the regular work location due to emergency work, and requires lodging, the OWNER shall furnish such lodging. The OWNER may require the CONTRACTOR to provide and pay for such meals and lodging. When the CONTRACTOR is required by the OWNER to pay for such meals and lodging, he shall charge the OWNER at actual cost for CONTRACTOR'S costs directly expended on the job for actual and reasonable lodging and meals for CONTRACTOR'S crews performing emergency work.

5. TRAVEL TIME

The workday shall include travel time from the designated assembly point to the job site and return. The CONTRACTOR will be responsible for all expenses incurred prior to crew start up at the designated assembly point. Prior to commencement of the workday, all crew personnel and equipment, as required, shall be available at the assembly point.

When a truck or other item of equipment is delivered to a crew on the OWNER'S system as additional equipment or requested replacement equipment for long-term use, all expenses-for procurement and transportation thereof shall be the responsibility of the CONTRACTOR, and the hourly charge for such equipment shall be considered to begin at the applicable assembly point.

When a truck or other item of equipment is delivered to a crew on the job site to replace failed equipment, the hourly charge for such equipment shall be considered to begin upon arrival at the job site.

When a crew, or employee, or item of equipment is released from the work, all charges for labor or equipment shall cease when such crew, employee, or equipment returns to the assembly point from its last assigned job site.

6. MOBILIZATION

For CONTRACTOR'S mobilization onto the OWNER'S system and demobilization off the OWNER'S system, the following shall be charged for the time involved in relocating:

- a. Labor charges at the applicable rates. Travel time for employees traveling by private means shall not exceed the minimum travel time for any employee who is driving a CONTRACTOR vehicle.
- b. Hourly rate on all equipment being transported.

7. REPORTING AND STANDBY

Employees reporting for work, who are prevented from working because of inclement weather conditions, shall be paid two (2) hours at the appropriate rate. The employees shall remain at the assembly point or job site for this period to perform such tasks as are assigned.

Equipment charges shall not apply during reporting time* if the crew remains at the assembly point

Employees required to remain available on a standby basis shall be paid at the appropriate rate. Equipment charges shall apply only for the hours of standby time in the Regular Work Pay,

CITY OF STARKVILLE ELECTRIC DEPARTMENT

ATTEST:

SIGNATURE:

NAME: _____

TITLE? _____

DATE: _____ .

CONTRACTOR

ATTEST:

Dottie

Chris



SIGNATURE:

NAME: T» Christopher Sharp

TITLE: Vice-President

DATO 5/12/13

EXHIBIT C
SUBSTATION AND ELECTRIC LINE
CONSTRUCTION AND MAINTENANCE
INSURANCE REQUIREMENTS

The CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi such insurance as will protect the CONTRACTOR and the OWNER from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under this agreement:

- claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- » claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by another person;
- claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and
- claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

The CONTRACTOR shall takeout and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:

- a. Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the CONTRACTOR under this Agreement, and Employer's Liability with a minimum limit of \$100,000 per person.
- b. Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$2 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

- o. Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less, than \$1 million per person and \$ 1 million each occurrence, and property* damage, limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

The OWNER shall be named as Additional insured on all policies of insurance required in subsections "b" and V of this Section, and shall receive an express waiver of subrogation as to those policies. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the OWNER. The CONTRACTOR shall furnish, the OWNER, a certificate evidencing compliance with the foregoing requirements that shall provide not less than 30 days prior written notice to the OWNER of any cancellation or material change in the insurance.

CITY OF STARKVILLE ELECTRIC DEPARTMENT

ATTEST:

SIGNATURE:

NAME: _____

TITLE DATE

CONTRACTOR

ATTEST






SIGNATURE:

NAME: Christopher Sharp

TITLE: Vice President

DATE: 3/12/13

ATTACHED EXHIBIT D

Date: 3/21/12

Item	If	Description	Unit	Rate
C2		Foreman	Hr	45.00
C3		Journeyman	Hr	42.00
C4		Apprentice 2	Hr	33.00
C5		Apprentice 1	Hr	31.00
C7		Operator	Hr	32.00
C8		Laborer/Groundman	Hr	29.00
M1		Bucket Truck (50" and under)	Hr	32.00
M2		Bucket Truck (65')	Hr	35.00
M3		Digger Derrick (42" Sheave Height)	Hr	32.00
M4		All Terrain Man Lift	Hr	25.00
M5		Backhoe (Case 580 or Equivalent)	Hr	25.00
M6		Trencher (30 HP)	Hr	22.00
M7		Pickup	Hr	14.00
M8		Single Axle Dump Truck	Hr	20.00
M9		24' Dovetail Lowboy (20000LB)	Hr	9.00
M10		Bulldozer (CAT D3)	Hr	48.00
M11		Multi Spool Wire Trailer	Hr	15.00
M12		Single Spool Wire Trailer	Hr	10.00
M14		Pole Trailer	Hr	7.00
M15		Welding Machine (Station Power)	Hr	20.00
M16		Small 4WD Backhoe/Loader	Hr	18.00
M17		Wire Puller	Hr	14.00
M18		Mini-Excavator	Hr	18.00
M19		Mid-Size Excavator	Hr	28.00
M20		Bull-Wheel Tensioner 72" Diameter Bullwheels	Week	2,300.00
M20D		Delivery in and out on Item M20	Lot	3,900.00
M21		100'Bucket Truck	Week	4,830.00
M21D		Delivery in and out on Item M21	Lot	2,250.00
M22		36" Diameter Urethane Lined Stringing Blocks (6 ea @ 22.50 per	Week	135.00
M23		24" Diameter Urethane Lined Stringing Blocks (10 ea @ 10.00 per	Week	100.00
M24		22" Diameter Urethane Lined Stringing Blocks (30 ea @ 9.00 per	Week	270.00
M25		Freight in and Out on Special Stringing Blocks	Lot	600.00
M26		<i>Special Grips and Anti-Twist Devices</i>	<i>Furnished by SED</i>	
OT1		Evening^ Friday, Saturday Hours	Labor Rate X 1.5	
OT2		Sunday/Holidays	Labor Rate X 2.0	
OT3		Declared Disaster or Storm Work	Labor Rate x 1.5	
FS		Fuel Surcharge (Fuel over \$3.50 Per Gallon)	Equipment X 6%	
OM		Other Equipment or Items Not Listed but Required	Net Rental X1.15	
MAT1		Materials or Subcontracted Services Furnished upon specific request of Starkville Electric Department	Invoice CostX 1.15	

Note: Starkville Electric Department is free to furnish materials and/or specialized equipment at any time and at its discretion for McElroy's use.

9.

**APPROVAL TO ACCEPT THE LOWEST BID FOR THE OPGW
HARDWARE FROM STUART C. IRBY AT A COST OF \$40,991.22**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent items, whereby the “approval to accept the lowest bid for the OPGW Hardware from Stuart C. Irby at a cost of \$40,991.22” is enumerated, this consent item is thereby unanimously approved.

OPGW Hardware Quote Evaluation
8-Mar-12

Bid Item #	Description	# Req'd	Stuart C. Irby, Co.				WESCO		AECI		HD Supply	
			AFL				AFL		AFL		AFL	
1	Shield Wire Support Bracket	8	\$ 338.48				315.92		\$ 317.52		\$ 385.04	
2	Single Mechanical Suspension Clamp	140	\$ 9,441.60			\$ 8,811.60		\$ 8,857.80		\$ 10,739.40		
3	Double Mechanical Suspension Clamp	1	\$ 120.82			\$ 112.77		\$ 113.35		\$ 1,137.44		
4	Bolted Dead End	34	\$ 6,656.86			\$ 6,213.16		\$ 6,245.12		\$ 7,572.14		
5	90 Degree Y-Clevis Eye	141	\$ 2,261.64			\$ 2,435.07		\$ 2,447.76		\$ 2,968.05		
6	Y-Clevis Ball Hot Link	34	\$ 1,251.20			\$ 1,167.87		\$ 1,174.02		\$ 1,423.24		
7	Socket Eye	34	\$ 321.30			\$ 579.02		\$ 581.74		\$ 705.50		
8	Clevis Eye	2	\$ 18.70			\$ 69.80		\$ 68.16		\$ 85.08		
9	Yoke Plate	1	\$ 91.63			\$ 85.52		\$ 85.96		\$ 104.23		
10	Vibration Damper	169	\$ 1,352.00			\$ 4,167.54		\$ 4,187.82		\$ 5,078.45		
11	Bonding Wire	141	\$ 2,353.29			\$ 3,083.67		\$ 3,099.18		\$ 3,757.65		
12	OPGW Ground Clamp	16	\$ 181.12			\$ 287.52		\$ 288.96		\$ 350.40		
13	Down Lead Clamp with Lag Bolt	40	\$ 570.40			\$ 792.80		\$ 796.80		\$ 966.00		
14	Down Lead Clamp with Banding Adapter	40	\$ 914.40			\$ 1,023.60		\$ 1,028.80		\$ 1,247.60		
15	Splice Box Enclosure	8	\$ 4,998.16			7900.04		\$ 7,535.88		\$ 10,027.52		
16	Coil Bracket	8	\$ 1,035.28			\$ 1,815.84		\$ 1,825.20		\$ 2,213.12		
17	Comealong for Optical Ground Wire	6	\$ 2,207.16			\$ 2,550.78		\$ 2,563.92		\$ 3,108.78		
18	Anti-Rotational Device	2	\$ 6,877.18			\$ 6,418.70		\$ 6,451.78		\$ 7,822.80		
			\$ 40,991.22			\$ 47,831.22		\$ 47,669.77		\$ 59,692.44		

10.

**APPROVAL TO ADOPT A PERSONNEL PERFORMANCE EVALUATION
POLICY AS PART OF THE PERSONNEL POLICY MANUAL**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent items, whereby the “approval to adopt a Personnel Performance Evaluation Policy as part of the Personnel Policy Manual” is enumerated, this consent item is thereby unanimously approved.

City of Starkville Personnel Policy
(approved by Board _____)

Performance Evaluations

Purpose: The purpose of performance evaluations is to provide a uniform, consistent method that evaluates major aspects of job performance and to provide an established method for strengthening work relationships and improving communications. It is designed to develop the

employee's skills, to allow the supervisor to recognize the employee's accomplishments and good work, and to provide an established method for identifying needed improvements.

Department Heads and/or supervisors are strongly encouraged to frequently discuss job performance with their employees on an informal basis. Formal performance evaluations are used to ensure that these discussions are conducted at least on an annual basis.

Performance evaluations shall be administered in a fair manner without unlawful discrimination as to age, race, sex, religion, political affiliation, national origin, or disability.

While this policy sets forth minimal time periods for performance evaluations, the department head and/or supervisor is not precluded from evaluating an employee's job performance as often as deemed necessary in order to meet the objective of improving an employee's overall job performance.

Policy: All **regular, full-time employees** of the City of Starkville shall be evaluated at least once annually. In order to avoid conflicts with the budgeting process, performance evaluations should be completed in the January through April time frame. Exceptions to this time frame should be documented by the department head and notifications sent to the Personnel Officer with an explanation for the exception and the time frame for completion. Performance evaluations should be completed using forms approved by the Personnel Officer. The appraisal should cover the period from the last appraisal to the date of the current appraisal.

Probationary employees (new hires, promotions, disciplinary, or any other reason for probation) shall be evaluated every ninety (90) days during the probationary period. Job performance and progress will be discussed during each of the performance evaluations during the probationary period. Probationary periods may be extended in ninety (90) day increments with appropriate documentation and notice to the probationary employee of the reason for the extension and the areas required to be addressed to ensure satisfactory completion of the probationary period.

Department Heads will be evaluated by the Mayor and Board of Aldermen annually using a format and time frame as approved by the Board.

Copies of completed performance appraisals are to be distributed as follows:

- Original sent to Personnel Officer and retained in the employee's Personnel file,
- Copy retained by the department head,
- Copy to be provided to the employee being appraised.

Nothing in this policy should be construed as ensuring continued employment because any provision of this policy has or has not been followed as stated.

11. APPROVAL TO ACCEPT THE LOWEST AND BEST BID FOR THE LEASE PURCHASE OF TWO 25-YARD REAR LOADING REFUSE TRUCKS AND ONE 32-YARD REAR LOADING REFUSE TRUCK FROM SANSOM EQUIPMENT

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to approve the March 20, 2012 Official Agenda, with no objections to consent items, whereby the “approval to accept the lowest and best bid for the Lease Purchase of two 25-yard Refuse Trucks and one 32-yard Refuse Truck from Sansom Equipment at a total cost of \$506,296.92 and an Lease Interest Rate of 2.24% for 48 months from Bancorp South” is enumerated, this consent item is thereby unanimously approved.

25-YARD REAR LOADING REFUSE TRUCK
BID TAB

Name	Bid amt	Body /Chassis	Warranty Body/Chas/Cyl	Apparent Best Bid
Sansom Equipment	\$145,866.68	New Way/ Int'l	3/3/5 years 45 day del	Apparent Best Bid
Gulf City Trl & Body	\$147,114.00	Wayne / Int'l	3/3/5 years 120 day del	
Hol Mac Corp	\$148,500.00	Pac-Mac/Int'l	3/3/5 years 100 day del	
Waters Truck & Tractor	\$162,000.00	Heil / Int'l	3/3/5 years 120 day del	
Ingram Equipment	\$165,044.88	Heil /Freightliner	3/3/5 years 75 day del	
Ingram Equipment	\$169,373.36	Heil / Int'l	3/3/5 years 135 day del	

32-YARD REAR LOADING REFUSE TRUCKS
BID TAB

Sansom Equipment	\$214,563.56	New Way/Mack	1/5/3 years 30 day del	Apparent Best Bid
Ingram Equipment	\$234,236.12	Heil / Mack	1/1/3 years 135 day del	

END OF CONSENT ITEMS

COMMENTS FROM MAYOR AND BOARD OF ALDERMEN

Mayor Parker Wiseman informed the Board and the General Public of the report received from the Attorney General’s Office regarding the Storm Water Sewer Fee, and with the opinion casting enough doubt over the permissibility of the fee, the Mayor believed it to be ill-advised to continue in pursuit of said fee.

Alderman Eric Parker announced the accomplishments of the Starkville Academy girls Basketball Team in their quest to obtain the 2011-12 State Championship.

Mayor Parker Wiseman presented a proclamation recognizing the Starkville Academy Girls Basketball Team for their accomplishment of winning the 2011-12 State AAA Championship.

Alderman Roy Perkins – Congratulated the Starkville Academy Lady Vols on their accomplishments and thanked them for their excellent representation of the City.

Mayor Parker Wiseman introduced new employees to the City’s workforce.
Elizabeth Peacock SED – Cashier

Alderman Roy A’. Perkins commented on the Attorney General’s Opinion regarding the proposed Storm Water Sewer Fee being an impermissible tax. He also requested a presentation from Ms. Phylis Benson of the GTPDD on possible CDBG opportunities to target the Carver Drive Ditch Project. Mr. Perkins further, asked Ms. Spruill to include a report on the progress of the Stennis Institute Salary Survey on the next agenda.

Alderman Ben Carver made inquiries into the feasibility of re-structuring the Storm Water Fee in an effort to assess the fee as well as comply with State Law.

CITIZEN COMMENTS

Mr. Alvin Turner, Ward 7, stated that “the citizens have enough to handle without their life being played with.” Mr. Turner also said “we need to take things seriously, either you’re for us or you’re not.” He informed the Mayor and Board that “citizens read the newspaper and they will be watching to see how the Building Inspector position is handled.” Mr. Turner then informed the Mayor and Vice Mayor that the public will be watching.

Mr. George Moore, Ward 6, was happy to see the Board approve the grant application that will potentially provide summer jobs for the youth in our community. He also expressed his opposition to the Board’s decision to hire an outside firm to assess internal controls.

PUBLIC APPEARANCES

Ms. Joan Mylroie informed and invited the Mayor and Board of Aldermen along with the general public to the World Neighbors Association’s 2012 International Fiesta, March 31, 2012, 11:00 a.m. until 3:00 p.m. on the Mississippi State University Campus Drill Field. She also elaborated on other activities of the World Neighbors Association.

BOARD BUSINESS

Fire Chief Rodger Mann provided a status report on staffing, equipping, and furnishing Fire Station #5. He reported that the Fire Station #5 will be staffed every 3rd day.

Alderman Ben Carver exited the meeting.

12.

**A MOTION TO APPROVE THE CITY OF STARKVILLE CLAIMS FOR THE
FIRE DEPARTMENT AS OF MARCH 15, 2012**

There came for consideration the matter of the approval of the City of Starkville Claims for the Fire Department as of March 15, 2012. After discussion and

Upon the motion of Alderman Jeremiah Dumas, duly second by Alderman Eric Parker, the Board voted as follows:

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

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

FIRE DEPARTMENT CLAIMS
PERIOD ENDING MARCH 15, 2012
DOCKET #03-20-12-B

FIRE DEPARTMENT	001-261	\$125.03
FIRE PREVENTION	001-262	\$0.00
FIRE TRAINING	001-263	\$133.82
FIRE COMMUNICATIONS	001-264	\$1,675.85
FIRE STATIONS & BLDGS	001-267	\$0.00
	TOTAL	\$1,934.67

Alderman Ben Carver re-joined the meeting.

13.

A MOTION TO ENTER INTO CLOSED SESSION TO DETERMINE IF DISCUSSION REGARDING PERSONNEL ISSUES IS PROPER CAUSE FOR EXECUTIVE SESSION

There came for consideration the matter of the approval to enter into closed session to determine if discussion regarding Personnel Issues is proper cause for executive session. After discussion and

Upon the motion of Alderman Ben Carver, duly second by Alderman Sandra Sistrunk, the Board voted unanimously in favor of the motion to enter into a Closed Session.

Alderman Sandra Sistrunk exited the meeting.

14.

A MOTION TO EXIT CLOSED SESSION AND RETURN TO OPEN SESSION

After determining that discussion regarding Personnel Issues was not proper for Executive Session, Alderman Richard Corey offered the motion to exit Closed Session and to return to Open Session, the motion was duly seconded by Alderman Roy A'. Perkins and the Board voted as follows:

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

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

Alderman Sandra Sistrunk re-joined the meeting.

Alderman Henry Vaughn, Sr. exited the meeting.

15.

A MOTION TO AUTHORIZE ADVERTISING TO HIRE A TEMPORARY FULL-TIME BUILDING INSPECTOR WITHOUT BENEFITS, AT A RATE COMPARABLE TO THE BUDGETED AMOUNT, AND FOR A PERIOD NOT TO EXCEED FOUR (4) MONTHS

There came for consideration the matter of authorizing a temporary full-time Building Inspector in the Building Department. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A'. Perkins, to authorize advertising to hire a Temporary Full-time Building Inspector for a period not longer than 4 months and without benefits, the Board voted as follows:

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

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

16.

A MOTION TO HIRE 2 TEMPORARY, FULL-TIME PERSONS FOR THE

SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT WITH NO BENEFITS AT \$8.81/HR FOR A PERIOD NOT TO EXCEED 4 MONTHS

There came for consideration the matter of authorizing two temporary full-time laborers for the Sanitation and Environmental Services Department for a period not to exceed 4 months, to include no benefits with a rate of \$8.81/hr. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker to approve hiring 2 temporary, full-time laborers for the Sanitation and Environmental Services Department with no benefits at \$8.81/hr. for a period not to exceed 4 months, the Board voted as follows:

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

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

17.

A MOTION TO ENTER INTO CLOSED SESSION TO DETERMINE IF DISCUSSIONS REGARDING PENDING LITIGATION AND PROPERTY ACQUISITION ARE PROPER CAUSES FOR EXECUTIVE SESSION

There came for consideration the matter of the approval to enter into closed session to determine if discussions regarding Pending Litigation and Property Acquisition are proper causes for Executive Session. After discussion and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, the Board voted as follows:

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

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

18.

A MOTION DETERMINING THAT DISCUSSIONS REGARDING PENDING LITIGATION OF MCCO, AND PROPERTY ACQUISITION PERTAINING TO PROPERTIES NEEDED TO CONSTRUCT A BIKE PATH ALONG LYNN LANE ARE PROPER FOR EXECUTIVE SESSION

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, determining that discussions regarding MCCO Pending Litigation and Lynn Lane Bike Path Property Acquisition as proper for Executive Session, and approving the entrance into Executive Session, the Board voted as follows:

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

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

NOTE: Alderman Ben Carver exited the meeting.

The Mayor announced the Board's findings to the public and moved the meeting into Executive Session.

19.

A MOTION TO AUTHORIZE THE CITY ATTORNEY TO BEGIN PROCEDURES TO ACQUIRE PROPERTIES NECESSARY TO CONSTRUCT A BIKE PATH ALONG LYNN LANE

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas to authorize the City Attorney to begin procedures to acquire properties necessary to construct a bike path along Lynn Lane, the Board voted as follows:

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

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

NOTE: Alderman Ben Carver re-joined the meeting.

20.

A MOTION TO EXIT CLOSED SESSION AND RETURN TO OPEN SESSION

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Roy A'. Perkins to exit Closed Session and to return to Open Session, the Board voted as follows:

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

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

21.

A MOTION TO ADJOURN

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to adjourn the Board voted as follows:

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

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

The next meeting of the Mayor and Board of Aldermen will be held on Tuesday, May 1, 2012, in the Courtroom located at 101 E. Lampkin Street.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2012.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR

(SEALED)