

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 1, 2016**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 1, 2016 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and Attorney Chris Latimer.

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

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

Alderman Maynard requested the following changes to the published March 1, 2016 Official Agenda:

Move Item XI. B. 2. b. to X. A. and Renumber Agenda: Consideration of a special event request by Starkville Area Arts Council to hold the 2016 Cotton District Arts Festival on April 16, 2016 with the city providing in-kind services.

Alderman Wynn requested the following changes to the published March 1, 2016 Official Agenda:

Remove Item VII. B. A Public Appearance by Deborah Sivira of American Municipal Services

Alderman Perkins requested the following changes to the published March 1, 2016 Official Agenda:

Change Item XI. J. 3. To Read: Discussion and consideration of declaring a 2002 black Ford Crown Victoria, VIN# 2FAFP71W43X113530 as surplus with authorization to declare surplus and sell on GovDeals.

Alderman Walker requested the following changes to the published March 1, 2016 Official Agenda:

Remove Item XI. L. 2. at the request of the Board Attorney: Request approval to execute smart grid solution contract between Starkville Utilities and Elster Solutions, LLC.

The Mayor asked for further revisions to the published March 1, 2016 Official Agenda. No further revisions were requested.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the March 1, 2016 Official Agenda, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

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

**REGULAR MEETING OF MARCH 1, 2016
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 2, 2016
MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES
RECOMMENDED BY THE CITY ATTORNEY.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

COFFEE WITH A COP PROGRAM

Dates: March 3rd at Shipley's – 418 Hwy 12 East

April 7th at 929- 106 East Main Street

May 5th at Chick-Fil-A- 701 Hwy 12 East

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

**A. MISSISSIPPI STATE UNIVERSITY LANDSCAPE ARCHITECTURE
DEPARTMENT AND THE LIBRARY**

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

**A. PRESENTATION OF THE RENOVATION AND CONSTRUCTION OF THE
STARKVILLE POLICE DEPARTMENT BY CHIEF R. FRANK NICHOLS
AND GARY SHAFER.**

**B. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,**

MISSISSIPPI SEEKING APPROPRIATION FROM THE MISSISSIPPI LEGISLATURE FOR RENOVATION OF THE OLD CITY HALL FOR THE STARKVILLE POLICE DEPARTMENT.

- C. REQUEST APPROVAL TO PURCHASE A HALF PAGE AD IN THE AMOUNT OF \$60.00 FOR THE NAACP ANNUAL FREEDOM AWARD BANQUET PROGRAM BOOKLET. THE BANQUET IS SCHEDULED FOR APRIL 23, 2016. ADS FOR BOOKLET MUST BE PURCHASED BY MARCH 31, 2016.

X. BOARD BUSINESS

- A. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2016 COTTON DISTRICT ARTS FESTIVAL ON APRIL 16, 2016 WITH THE CITY PROVIDING IN-KIND SERVICES.
- B. DISCUSSION OF RFP'S RECEIVED FOR LANDFILL ENGINEERING AND ASSIGNMENT OF A COMMITTEE TO REVIEW RFP'S.
- C. DISCUSSION AND CONSIDERATION OF COMMISSIONING A REQUEST FOR PROPOSALS FOR PRIVATIZATION OF GARBAGE AND RECYCLING SERVICES IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.
- D. DISCUSSION AND CONSIDERATION OF AN AMENDED AGREEMENT WITH AMERICAN MUNICIPAL SERVICES
- E. CONSIDERATION OF AUTHORIZATION TO HIRE A UP TO FOUR TEMPORARY PART-TIME EMPLOYEES AT THE AIRPORT TO ASSIST WITH THE SELLING AND DISPENSING OF AVIATION FUEL.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. CONSIDERATION OF APPROVING THE LEASE AGREEMENT BETWEEN AIR METHODS CORPORATION AND THE CITY OF STARKVILLE MUNICIPAL AIRPORT.
- 2. CONSIDERATION OF ADOPTING THE REVISED MINIMUM STANDARDS FOR FBO (FIXED BASE OPERATORS) AT THE STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD.
- 3. CONSIDERATION OF APPROVING A LEASE AGREEMENT WITH EASTERN AVIATION FUELS, INC. AND THE CITY OF STARKVILLE, MS FOR FUELING AIRCRAFT ON GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

- 1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF A CERTIFICATE OF APPROPRIATENESS REQUEST FROM BRIAR JONES FOR 408 GREENSBORO STREET.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST AUTHORIZATION FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS, JUNE 26-29, 2016 IN ORDER TO PARTICIPATE IN THE BROWNFIELD WORKSHOP SPONSORED BY MDEQ AND EPA AND OTHER CLASSES ASSOCIATED WITH BROWNFIELD REDEVELOPMENT IN CONJUNCTION WITH THE CITY OF STARKVILLE'S BROWNFIELD ASSESSMENT GRANT; REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$975.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 24, 2016 FOR FISCAL YEAR ENDING 9/30/16.
2. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR 3 DEPUTY CITY CLERKS TO THE MS MUNICIPAL DEPUTY CLERK SPRING CONFERENCES WITH ADVANCE TRAVEL REQUESTED NOT TO EXCEED \$640.00 EACH.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO APPLY FOR AN SAFER GRANT IN THE APPROXIMATELY \$180,000 WITH THE CITY TO PROVIDE A 10% MATCH.
2. REQUEST PERMISSION TO ALLOW SFD TO UPDATE THE CURRENT POLICY FOR NATIONAL REGISTRY EMERGENCY MEDICAL TECHNICIANS WITH THE CITY NREMT POLICY TO MIRROR THE POLICY OF THE NATIONAL REGISTRY.
3. REQUEST APPROVAL TO PURCHASE A FORD INTERCEPTOR UTILITY, ALL WHEEL DRIVE, SUV VEHICLE ON STATE CONTRACT WITH THE FUNDING COMING FROM STATE REBATE FUNDS AT A COST OF \$26,411.00.
4. REQUEST PERMISSION TO ALLOW FIRE CHIEF CHARLES YARBROUGH TO ATTEND THE NEW FIRE CHIEF III NATIONAL FIRE ACADEMY COURSE, HOSTED AT THE MISSISSIPPI STATE FIRE ACADEMY IN PEARL, MS SCHEDULED FOR APRIL 5-6, 2016,

WITH ADVANCED PAY NOT TO EXCEED \$250.00.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. DISCUSSION AND CONSIDERATION OF THE APPROVAL FOR BRUCE HARRIS, TIMOTHY NEAL, DON ROBINSON AND JOSEPH WILLIAM TO ATTEND THE FIELD MAINTENANCE WORKSHOP MARCH 2, 2016, IN OXFORD, MISSISSIPPI WITH TRAVEL NOT TO EXCEED \$160.00.

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE TEMPORARY PART TIME WORKERS FOR THE SOFTBALL/BASEBALL TOURNAMENT SEASON.
2. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR JODI HOGUE AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.
3. REQUEST APPROVAL TO HIRE RODRICK EDDIE TO FILL THE POSITION OF SYSTEM/NETWORK ADMINISTRATOR FOR THE INFORMATION TECHNOLOGY DEPARTMENT, SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
4. REQUEST APPROVAL OF THE TEMPORARY PAY INCREASE PER PERSONNEL POLICY FOR FIRE DEPARTMENT EMPLOYEE ROOSEVELT HARRIS, WHO IS ASSIGNED TO THE TEMPORARY POSITION OF ACTING CAPTAIN.

J. POLICE DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF A TWO YEAR LEASE WITH CENTRAL MISSISSIPPI HARLEY DAVIDSON FOR TWO 2016 POLICE MOTORCYCLES AT THE RATE OF \$300.00 PER MONTH, PER UNIT.
2. DISCUSSION AND CONSIDERATION OF DECLARING A 2004 CROWN VICTORIA, VIN # 2FAFP71W14X169605, AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY INVENTORY.
3. DISCUSSION AND CONSIDERATION OF DECLARING A 2002 BLACK FORD CROWN VICTORIA, VIN# 2FAFP71W43X113530 AS SURPLUS WITH AUTHORIZATION TO DECLARE SURPLUS AND SELL ON GOVDEALS.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA
L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID SUBMITTED BY MITSUBISHI ELECTRIC POWER PRODUCTS, INC. FOR THREE (3) SUBSTATION VACUUM CIRCUIT BREAKERS FOR THE NORTHEAST STARKVILLE SUBSTATION AT A COST OF \$84,627.00.
2. REQUEST AUTHORIZATION TO ENTER INTO A MONTH TO MONTH LEASE WITH LOLLEY REAL ESTATE FOR PROPERTY AT 104 HWY 182 W FOR USE DURING AMI METER INSTALLATION.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE, SUBMITTED BY DELL SERVICES, FOR SERVERS TO PROVIDE DATA STORAGE FOR THE AMI METERING SYSTEM AT A COST OF 44,971.26.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XIX. RECESS UNTIL MARCH 15, 2016 @ 5:30 IN THE SECOND FLOOR CONFERENCE ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 2, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to approve the minutes of the February 2, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: The Mayor invited everyone to the Coffee with a Cop Program and announced the upcoming dates of March 3rd at Shipley's – 418 Hwy 12 East, April 7th at 929- 106 East Main Street and May 5th at Chick-Fil-A- 701 Hwy 12 East. The events all begin at 7 am. He thanked the Police Chief for his work with community relations.

BOARD OF ALDERMEN COMMENTS: Alderman Wynn thanked all the volunteers and recognized the Mayor's Youth Council members present at the recent State Mayor's Youth Council conference hosted by Starkville. Alderman Wynn then congratulated Starkville Boys and Girls Basketball teams for their representation in the state high school playoffs.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that all citizens be respectful of the police department and officers. He also noted Santa Anita Drive had a slope problem that needed to be addressed.

Ashley McLemore, thanked Alderman Wynn, Alderman Perkins and Mayor Wiseman for their attendance at the MYC State Conference and noted several highlights of the weekend.

Mayor Wiseman then expressed his pride with the recent conference hosted by Starkville along with Columbus and the MML. He noted especially the Starkville presentation and its professionalism.

PUBLIC APPEARANCE:

PUBLIC APPEARANCE BY MISSISSIPPI STATE UNIVERSITY LANDSCAPE ARCHITECTURE DEPARTMENT AND THE LIBRARY

Corey Golla, MSU landscape architecture department faculty member, presented the recent National American Society of Landscape Architect Community Service award for the "R E A D" display at the Starkville library. He thanked the City for their encouragement and assistance with the project. The award and Starkville has been featured in the February 2016 Landscape Architect Network magazine with 1.2 million viewers. The Aldermen encouraged future projects and thanked the landscape group for their interest in the community.

3. PRESENTATION OF THE RENOVATION AND CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BY CHIEF R. FRANK NICHOLS AND GARY SHAFER.

Chief Frank Nichols and Architect Gary Schaffer presented a power point showing proposed renovations to the Police Department building located at 101 East Lampkin. Detailed drawings were displayed and are available on the City web site. The following numbers were presented:

Police Building – TBD Budget

27,110 sf of renovated construction (100% of total building)

Total Construction Cost - \$4,252,700

Total Project Cost - \$5,388,614

2016 Code compliant

ADA – yes

HVAC – yes

Plumb – yes

Elec – yes

Fire Prot. – yes
Program – yes
Exterior – yes
FFE – yes

Several concerns and questions were expressed and discussed by the Mayor and Aldermen.

4. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI SEEKING APPROPRIATION FROM THE MISSISSIPPI LEGISLATURE FOR RENOVATION OF THE OLD CITY HALL FOR THE STARKVILLE POLICE DEPARTMENT.

Alderman Perkins offered a motion to adopt the following Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi seeking appropriation from the Mississippi legislature for renovation of the old city hall for the Starkville Police Department. The motion was duly seconded by Alderman Wynn.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI SEEKING APPROPRIATION FROM THE MISSISSIPPI LEGISLATURE FOR RENOVATION OF THE OLD CITY HALL FOR THE STARKVILLE POLICE DEPARTMENT

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the “Board” of the “City”), acting for and on behalf of the City, hereby find, determine and adjudicate as follows:

1. In November 2015, the City of Starkville moved its administrative offices from the old City Hall building located at 101 E. Lampkin Street (“the Old City Hall”), which also housed the Starkville police department, to the newly constructed City Hall located at 110 W. Main Street (“the new City Hall”). The police department remained in the old City Hall.

2. The old City Hall was built in 1940 as one of nine armories in the State of Mississippi. In 1963, Starkville’s city government moved into the building and the building became a City Hall. The old City Hall has since obtained landmark status by the Mississippi Department of Archives and History.

3. On June 2, 2015, the Starkville Board of Aldermen authorized the issuance of up to \$3 million dollars in general obligation bonds to fund the renovation of the old City Hall for sole use by the Starkville Police Department.

4. The City’s architect on the project, Gary Shafer, has since advised the City that the complete renovation of the old City Hall for police use, and that would bring the building up to code and also preserves the building’s historic landmark status, would cost \$5.4 million dollars.

5. Thus, the City needs additional funding in excess of the \$3 million dollars already allocated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

The City seeks \$2.4 million dollars in appropriations by the Mississippi Legislature from Community Heritage Preservation Funds, or any other allowable funding source, for the sole

purpose of renovating the old City Hall for the exclusive use of the Starkville Police Department.

The question being put to a vote, the result was as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 1st day of March, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

5. CONSIDERATION OF THE PURCHASE OF A HALF PAGE AD IN THE AMOUNT OF \$60.00 FOR THE NAACP ANNUAL FREEDOM AWARD BANQUET PROGRAM BOOKLET AS AUTHORIZED PER MS CODE 17-3-1.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to purchase a half page ad in the amount of \$60.00 for the NAACP Annual Freedom Award Banquet program booklet which is scheduled for April 23, 2016, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

6. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2016 COTTON DISTRICT ARTS FESTIVAL ON APRIL 16, 2016 WITH THE CITY PROVIDING IN-KIND SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Walker, to approve the special event permit request by Starkville Area Arts Council to hold the 2016 Cotton District Arts Festival to be held April 16, 2016 and have City participation with in-kind services, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

7. DISCUSSION OF RFP'S RECEIVED FOR LANDFILL ENGINEERING AND ASSIGNMENT OF A COMMITTEE TO REVIEW RFP'S.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to approve the establishment of a committee comprised of Alderman Maynard, Alderman Wynn, Edward Kemp, Daniel Havelin and Emma Gandy to review the RFPs received for landfill engineering services, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

8. DISCUSSION AND CONSIDERATION OF COMMISSIONING A REQUEST FOR PROPOSALS FOR PRIVATIZATION OF GARBAGE AND RECYCLING SERVICES IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Wynn that the City Attorney, together with the necessary assistance of the Director of Finance / City Clerk, present a Request for Proposals for privatization of garbage and recycling services in the Sanitation and Environmental Services Department to the Starkville Board of Aldermen for consideration during the March 15, 2016 Recess Meeting and that the Request for Proposals specify, among other things, that any private garbage and recycling service selected by the City shall acquire and assume the City's current sanitation vehicles, including those under debt service, and pay off any such indebtedness. This motion was duly seconded by Alderman Perkins. Discussion and questions followed as to how this would affect employee morale as well as perhaps obtaining bids would settle the matter and the question of whether it would be more cost efficient. The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Nay
Alderman Jason Walker	Voted: Nay
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

Having not received a majority affirmative vote, the Mayor declared the motion failed.

9. DISCUSSION AND CONSIDERATION OF AN AMENDED AGREEMENT WITH AMERICAN MUNICIPAL SERVICES.

Alderman Wynn called the Court Administrator, Tony Rook forward and asked about HB579, the Municipal Court Collection Fund, and how it could affect Starkville Municipal Court. Discussion and questions followed as to the collection methods of the Court and the approximate balance of 1.9 M in accounts receivable. Upon the motion of Alderman Little, duly seconded by Alderman Walker, to close debate, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Nay
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed and discussion closed.

10. CONSIDERATION OF AUTHORIZATION TO HIRE UP TO FOUR TEMPORARY PART-TIME EMPLOYEES AT THE AIRPORT TO ASSIST WITH THE SELLING AND DISPENSING OF AVIATION FUEL.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to hire up to four temporary part-time employees at the Airport to assist with the selling and dispensing of aviation fuel, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

11. CONSIDERATION OF APPROVING THE LEASE AGREEMENT BETWEEN AIR METHODS CORPORATION AND THE CITY OF STARKVILLE MUNICIPAL AIRPORT.

Rodney Lincoln, Airport Director, presented representatives of Air Methods, which will operate a trauma / critical care helicopter service at the Starkville Municipal Airport which will create up to 19 new jobs. Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the Lease Agreement with Air Methods Corporation and the City of Starkville Municipal Airport, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea

Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
AIR METHODS CORPORATION**

This Lease Agreement is entered into on this the 2nd day of March, 2016 by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **Air Methods Corporation** "Lessee".

WHEREAS, Lessor owns certain real property, consisting of a parcel more particularly depicted on Exhibit A (the "Leased Premises") located at the Starkville Municipal Airport, 320 Airport Road, Starkville, MS 39759; and

WHEREAS, Lessee desires to use the leased premises for air medical transport purposes; and

WHEREAS, Lessor is willing to lease the real property as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee, upon all of the covenants and conditions contained herein including access thereto, the following portions of the Leased Premises: the hangar area (containing approximately 10,000 square feet), the entire northern first floor and the entire northern second floor (containing approximately 4,000 square feet), and the parking area designated on Exhibit A, but not including the southern interior area south of the hangar area. The Lessor reserves the right to have access to the southern portion of the building through the west, east and south existing doors. The northern doors, between the south bay and the hangar, are to be secured at all times on both sides of each door.

2. **USE OF PREMISES.** Lessee may use the Leased Premises for purposes customarily associated with its current air medical transport operations and which are not excluded by this Lease. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

3. **TERM.** The thirty-six (36) month term of this lease shall commence on March 2, 2016, and shall continue through and expire on February 28, 2019, unless otherwise terminated as provided herein. Thereafter, the lease will automatically renew for two additional 12-month periods, unless either party provides written notice to the other party at least ninety (90) days prior to the expiration of the initial term or the first renewal term that it does not wish to renew. After the initial three year term of the Lease, Lessee may terminate the Lease without cause upon ninety (90) days prior written notice to Lessor.

4. **RENT.** The parties hereto agree that the rent for the Leased Premises during the first three (3) years of the term of the lease shall be \$7,000.00 per month, the first payment due on the 2nd day of March, 2016, and subsequent payments due on the 1st day of each month thereafter for 35 months. Rent due for the first month shall be pro-rated accordingly. Rent shall be paid to the Starkville Bryan Field Airport, P.O. Box 1424, Starkville, MS 39760. In the event rent is not received within ten (10) business days after due date, Lessee agrees to pay a late charge of 5% of said Rent then due. If Lessee breaches this Lease or vacates the premises prior to expiration of the Lease, Lessor may accelerate the term of this Lease and declare all rents for the remaining term to be immediately due and payable. In addition, if the Lessee should vacate the Leased Premises, for any reason, prior to the expiration of the Lease, Lessee shall be liable to Lessor, in addition to all other damages and remedies arising from Lessee's breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the Leased Premises.

5. **UTILITIES.** Lessee shall pay all utility charges incurred in the operation or occupancy

of the Leased Premises. In the event that a certain public utility is necessary but not available on the Leased Premises, Lessor shall furnish, at Lessor's cost, said utility and all utilities necessary for the Lessee's use of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for air medical transport operations, subject to the prior written approval of Lessor, which written approval shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner.

All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use as an airport hangar, reasonable wear and tear excepted. Lessor, at its own cost and expense, shall maintain, repair and make replacements of the following: roof, foundation, concrete floors, interior and exterior walls, windows, doors, and all HVAC, electrical, plumbing and other mechanical systems within and exclusively serving the Leased Premises. Lessee will promptly give Lessor written notice of any known defect or need for repairs, after which Lessor will have reasonable opportunity to make repairs or cure the defect.

8. JANITORIAL. Lessee shall be responsible for all janitorial and custodial services and for keeping the interior in a neat, clean and orderly condition and appearance.

9. INSURANCE AND INDEMNITY. Lessee and Lessor each agrees to maintain, and provide proof of said insurance to the other party, at its own expense, general public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of any one occurrence, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Said insurance shall provide for contractual liability coverage to cover the obligations assumed herein. Lessee agrees to provide proof of liability insurance to the Airport Manager for any and all aircraft based, operated or maintained at Starkville Bryan Field. Each party also agrees to maintain worker's compensation insurance for its employees, as required by law. Lessor further agrees to maintain property insurance on the Leased Premises on a replacement cost basis, subject to such deductions and exceptions as the Lessor may determine.

Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against any and all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises. To extent allowed by applicable law, Lessor agrees to indemnify, defend and hold harmless Lessee and its representatives, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorney's fees, arising from any act or omission of Lessor.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises without Lessor's prior written consent, such consent not to be unreasonably withheld.

11. NON-DISCRIMINATION. Lessee, for itself, its managers, members, employees, representatives, and successors in interest, as a part of the consideration for this Lease Agreement, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, executive orders and rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except

where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

12. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

13. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserved the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

14. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways, except on the Leased Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

15. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds, subject to Lessee's right to terminate the lease on thirty (30) days prior written notice if Lessee does not agree to such modifications or changes.

16. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

17. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

18. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

19. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or

department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease and were caused solely by Lessee's actions or omissions, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste generated by Lessee or used, stored or transported for Lessee's benefit. Lessee shall bear the expense of remediating any Waste caused by Lessee's actions or omissions and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

20. DEFAULT. If Lessee should fail to pay rent or is otherwise in default of this lease by violation of any terms or provisions of this Agreement, Lessor shall have the right to evict Lessee and shall have any and all recourse against the Lessee provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

In the event that Lessor defaults under the terms of this Lease, Lessee shall give Lessor written notice specifying the nature of the default and Lessor shall have thirty (30) days after receipt of such notice to cure said default. Any default by Lessor which shall continue uncured shall give Lessee the right to terminate the Lease in addition to all available rights or remedies, in law or in equity.

21. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Starkville Municipal Airport grounds, unless such damages is the proximate result of the negligence or unlawful act of Lessor, its agents or employees. 22. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23. NOTICE. Written notice or other communications given by either party to the other

shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor Parker Wiseman
110 West Main Street
Starkville, MS 39759

To Lessee: Air Methods Corporation
Attention: Vice President, Region 8
7301 South Peoria Street
Englewood, CO 80112

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE
AIR METHODS Corporation

BY: _____
ITS: _____

ATTEST:

BY: _____
ITS: _____

LESSOR

CITY OF STARKVILLE, MS

BY: _____
PARKER WISEMAN, Mayor

ATTEST:

LESA HARDIN, City Clerk

12. CONSIDERATION OF ADOPTING THE REVISED MINIMUM STANDARDS FOR FBO (FIXED BASE OPERATORS) AT THE STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to adopt the revised minimum standards for FBO (Fixed Base Operators) at the Starkville Municipal Airport, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

A RESOLUTION ADOPTING FIRST AMENDED MINIMUM STANDARDS FOR FIXED BASE OPERATORS AT THE STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD

WHEREAS, the City of Starkville, County of Oktibbeha, being a municipality created under and pursuant to the laws of the State of Mississippi, owns and operates as and through the Mayor and Board of Aldermen, a duly constituted public body of the said City of Starkville, Mississippi, hereinafter referred to as "City," a public airport known as George M. Bryan Field, hereinafter referred to as "Airport"; and

WHEREAS, the City desires that certain aeronautical services and activities be furnished and engaged in for the benefit of the general aviation flying public, operating either as General Fixed Base Operators or Special Fixed Base Operators, depending upon the scope of their operation and activities; and

WHEREAS, the City, in recognition of the statutory prohibition against granting an exclusive right to conduct aeronautical activity on the Airport imposed by Section 308 of the Federal Airport Act and in contractual obligations contained in certain contracts between said City and the United States of America relative to the expenditure of Federal funds for the development and operation of said airport, desires that all such general aviation aeronautical activities be conducted on said Airport in a fair and equitable manner;

WHEREAS, the City, on June 4, 1985, adopted original Minimum Standards for Fixed Base Operators at the Starkville Municipal Airport, George M. Bryan Field by Resolution of the Starkville Board of Aldermen recorded in Minute Book 29, Pages 390-398;

WHEREAS, due to the passage of time and growth of the Airport since the original Minimum Standards were enacted, it has become necessary to revise and update the Minimum Standards for Fixed Based Operators at the Airport.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of The City of Starkville, Mississippi, that said aeronautical services and activities at said Airport shall hereafter be rendered by and engaged in by duly qualified operators, so determined by the hereinafter established standards which are hereby adopted as the "First Amended Minimum Standards for Fixed Base Operators", as follows:

Section 1. APPLICATION PROCEDURES. Any applicant wishing to establish an aeronautical activity on the Airport shall be furnished a copy of these Minimum Standards, as amended, and shall make application in writing to the municipal Airport Board, stating in detail the following:

- a. The name and address of the applicant;
- b. The proposed land use, facility, and/or activity sought;
- c. The names and the qualifications of the principle personnel to be involved in conducting such activity;
- d. The financial responsibility and technical ability of the applicant and operator to carry out the activity sought;
- e. The tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such activity;
- f. The requested or proposed date for commencement of the activity and the term of conducting the same;
- g. The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities;
- h. The proposed rental fees to be paid to the Airport for use of city owned facilities, services or provided utilities.

Section 2. NOTICE AND HEARING. Upon the filing of such an application with the City Clerk, the application shall be immediately referred to the Airport Board and considered at the next scheduled meeting. If no meeting is scheduled within thirty (30) days from the filing of such application, a meeting

shall be called for considering same and notice thereof given to the applicant.

If such application involves conduct of an aeronautical activity for commercial purposes, all other persons then conducting commercial aeronautical activities on said Airport shall also be notified of the filing of such application and the time and place of the Airport Board meeting to consider the same.

Upon consideration of the application, the Airport Board shall determine whether or not the applicant meets the standards and qualifications as herein established and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions, and shall make a written report and recommendation to the Mayor and Board of Aldermen concerning the same.

Upon receipt of written recommendation of the Airport Board, the Mayor and Board of Aldermen shall include said matter upon the agenda of the next regular meeting and, at such meeting or at a subsequent meeting to which it may be passed, shall approve, modify, or reject such recommendations and application and immediately advise the applicant of the disposition in the matter.

Section 3. LEASE OR CONTRACT. Upon approval of any such application as submitted or modified, the Mayor and Board of Aldermen shall cause to be prepared a suitable lease or contract agreement setting forth the terms and conditions under which the fixed base operation shall be conducted. In every instance the lease or contract shall be conditional upon the following:

- a. Each authorized aeronautical activity shall comply with the Minimum Standards. The lease shall refer to and incorporate these Standards by reference. Failure to comply with the Minimum Standards after notification of non-compliance shall constitute grounds for termination or cancellation of the Lease.
- b. Any structures or facility to be constructed or placed upon said Airport shall conform to all safety regulations of the State of Mississippi and the City of Starkville and shall conform to the requirements of current building codes and fire regulations of the City of Starkville; any construction commenced will be diligently pursued to completion. Performance bonds commensurate with the value of the construction shall be required.
- c. The City shall reserve the right to modify or alter these Standards from time to time; however, any increase or expansion in the Standards shall not apply retroactively to an existing lease but would be applicable at time of renewal or extension or any leasehold term. Minimum Standards changes necessary to address immediate safety issues or to immediately and significantly improve efficiency that are mutually agreed to by both a lessee and the Airport Board can become applicable with a letter of execution signed by both the board president and the lessee and forwarded to the city for approval.

Section 4. STANDARD REQUIREMENTS FOR ALL OPERATORS. Each individual or corporation desiring to conduct aeronautical activities on the airport must satisfy the City:

- a. That the applicant has sufficient management experience and available personnel to conduct the proposed service or activity in an efficient and workmanlike manner.
- b. That the applicant is financially responsible and able to provide the facilities and services proposed.
- c. That the applicant has or can reasonably secure necessary certificates for the Federal Aviation Administration (FAA) or other authority where the same are required for the activity proposed.
- d. That the applicant has or can furnish suitable indemnity insurance or bond to defend, protect, and hold the City harmless from any liability in connection with the conduct of the activity proposed.
- e. The rates or charges for any and all activities and services of such operators shall be determined by the operator, subject to the approval of the Airport Board and the City, and subject, further, to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.
- f. No operator shall be permitted to operate at the Airport without a fully executed lease agreement with the City containing provisions for strict compliance with these minimum standards and regulations and containing such other special provisions as may be determined by the City to be necessary on account of any building or other construction which may be required under such lease or any other special circumstance which may be applicable to such particular operator.
- g. Land use maps approved and duly recorded by the City shall show the present and future fixed base operator's areas on the Airport property, and these land use maps are hereby made a part of these minimum standards the same as if set out in full herein.

- h. All fixed base operators shall abide by and comply with all state, county, and city laws and ordinances, the rules and regulations of the Airport Board and the Board of Aldermen governing such Airport, and the rules and regulations of the Federal Aviation Administration.
- i. All contracts and leases between such operators and the City shall be subordinate to the provisions of any existing or future agreement between the City of Starkville, Mississippi, and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport properties.
- j. No fixed base operators shall sublease or sublet any premises leased by such operator from the City, or assign any such lease without the prior written approval of the City; any such subletting or assignment shall be subject to all of the Minimum Standards herein set forth.

Section 5. GENERAL FIXED BASE OPERATOR. A General Fixed Base Operator shall be only those individuals, corporations, or firms which are authorized to engage in and furnish aeronautical activities and services which shall include, as a minimum, the following:

- a. Sale and dispensation of aviation gasoline, fuels, and oils.
- b. Aircraft storage consisting of a minimum of two thousand (2,000) square feet of hangar space and tie-down spaces for a minimum of five (5) aircraft.
- c. Adequate and efficient ramp service.
- d. Capability to provide FAA-approved aircraft, engine, and accessory maintenance and to furnish necessary tools and equipment.

Section 6. STANDARDS FOR SPECIFIC AERONAUTICAL SERVICES. In addition to meeting the requirements set forth in Section 4, above, each operator conducting the following specific activities shall meet the requirements set forth below:

- a. Fuel and Oil Sales. Persons conducting aviation fuel and oil sales on the Airport shall be required to provide:
 - 1. Fuel storage equal in capacity to the minimum tank truck load deliverable for avgas and jet fuel, accessible for delivery by approved hard surface other than a taxiway or ramp.
 - 2. Properly trained line personnel on duty at least eight hours Monday thru Friday, 4 hours on Saturday, and on call by readily accessible telephone at other hours during the day or night.
 - 3. Proper equipment for maintaining aircraft tires and struts, changing engine oil, washing aircraft and aircraft windows and windshields, and recharging or energizing discharged aircraft batteries and starters.
 - 4. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.
 - 5. Adequate towing equipment and parking and tie-down area to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
 - 6. Adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.

In conducting refueling operations, every operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved in refueling and servicing aircraft.

- b. Aircraft Engine and Accessory Maintenance. All persons operating aircraft engine and accessory maintenance facilities shall provide:
 - 1. Sufficient hangar space to house any aircraft upon which such service is being performed.
 - 2. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance have been completed.
 - 3. Adequate shop space for tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification.
 - 4. At least one FAA-certified air frame and engine mechanic available during eight hours of the day, five days per week.

5. Facilities for washing and cleaning aircraft.

6. Storage of aircraft undergoing repair. Aircraft shall not be stored for salvage operations. Any aircraft undergoing repair and to be in a non-airworthy condition in excess of 30 days shall be screened from public view.

7. Separately partitionable space for adequate exhaust fans and fire protection for spray painting if this type of work is performed.

c. Flight Training. All persons conducting flight training activities shall provide:

1. Instruction available eight hours per day, at least five (5) days per week for single engine land airplanes.

2. Provide the properly equipped and maintained aircraft required to give flight instruction of the kind advertised.

3. Adequate classroom space with proper rest room and seating facilities.

4. Properly certified ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot and commercial ratings.

5. Continuing ability to meet certification requirements of the FAA for the flight training proposed.

6. Adequate public liability and property damage insurance sufficient to protect the operator and the City from any legal liabilities involved.

d. Aircraft Charter and Taxi Service. Persons operating aircraft charter and taxi service shall provide:

1. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.

2. Aircraft with properly certificated and qualified operating crews.

3. Adequate public liability, property damage and passenger liability sufficient to protect the operator and the City from any legal liabilities involved.

e. Aircraft Rental and Sales. Persons conducting aircraft rental and sales activity shall provide:

1. Suitable office space for consummating sales and/or rentals and the keeping of the proper records.

2. For rental, an airworthy aircraft suitably maintained and certificated.

3. Adequate facilities for servicing and repairing the aircraft, or satisfactory arrangements with other operators on the Airport for such service and repair.

f. Agricultural or Medical/Rescue. Persons seeking to provide agricultural or medical/rescue flight services from Bryan shall be required to satisfy the City that:

1. Suitable arrangements have been provided for the safe storage and containment of chemical materials; no poisonous or flammable materials shall be kept or stored in close proximity to other facility installations at the Airport.

2. The operator shall have available properly certificated aircraft suitably equipped for the services undertaken.

3. The operator shall make suitable arrangements for servicing the aircraft with adequate safeguards against spillage on runways, taxiways and ramps or disposal of any chemicals by wind to other operational areas of the Airport and in the proper disposal of any used containers of chemicals, medical wastes or medical supplies.

Combination Activities. A person conducting a combination of the specific activities listed above shall not be required to duplicate the requirements of the individual activities but where the requirement of one activity is sufficient to meet the requirement of a separate activity to be conducted, the one facility shall be sufficient to meet both requirements.

Section 7. A SPECIAL FIXED BASE OPERATOR shall be any individual, corporation, or firm which is authorized to engage in one or a combination of services and activities listed in Section 6b through 6f above. Any Special Fixed Base Operator shall be completely governed by the same minimum standards as to any activity or service involved as is herein made applicable to a General Fixed Base Operator at said airport.

Section 8. MAINTENANCE/MANAGEMENT AGREEMENT. Nothing herein contained shall be construed as to limit the right of the City to enter into a contract and agreement with a General Fixed

Base Operator which is separate and distinct from his lease agreement with respect to the maintenance and overall supervision of the George M. Bryan Field, the Airport, and designated to operate as the Manager of the Airport.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was as follows:

Alderman Ben Carver voted: _____

Alderman David Little voted: _____

Alderman Scott Maynard voted: _____

Alderman Roy A.' Perkins voted: _____

Alderman Jason Walker voted: _____

Alderman Lisa Wynn voted: _____

Alderman Henry Vaughn, Sr. voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 1st day of March, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

13. CONSIDERATION OF APPROVING A LEASE AGREEMENT WITH EASTERN AVIATION FUELS, INC. AND THE CITY OF STARKVILLE, MS FOR FUELING AIRCRAFT ON GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the Mayor signing the lease agreement with Eastern Aviation Fuels, Inc. and the City of Starkville, MS for fueling aircraft on George M. Bryan Field, the Board voted as follows:

Alderman Ben Carver Voted: Yea

Alderman Lisa Wynn Voted: Yea

Alderman David Little Voted: Yea

Alderman Jason Walker Voted: Yea

Alderman Scott Maynard Voted: Yea

Alderman Roy A'. Perkins Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 1ST day of MARCH, 2016, by and between **EASTERN AVIATION FUELS, INC.**, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and **CITY OF STARKVILLE-AIRPORT**, hereinafter referred to as "Lessee":

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the **GEORGE M. BRYAN** Airport STARKVILLE, MISSISSIPPI, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

1000 GALLON AVGAS
2200 GALLON JET TRUCK VIN#1HTSCABN8YH317605

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of \$800.00 per month, plus applicable sales and use tax, to commence as of the 1st day of March, 2016. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.
2. This agreement shall remain in effect for a primary term of 1 month beginning on the 1st day of March, 2016, and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement.
3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at GEORGE M. BRYAN AIRPORT, STARKVILLE, MISSISSIPPI, for handling the aviation fuels supplied by Eastern Aviation Fuels, Inc.
4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.
5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.
6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.
7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.
8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during

the term of this lease with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to avoid any insurance covering the same; or as a public or private livery; or permit the vehicle to become subject to any lien, charge or encumbrances.

11. The Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. ATTORNEY AND/OR COLLECTION FEES: In the event of default by the Lessee, Lessee agrees to pay Lessor a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Lessee agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this agreement.

13. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto

affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

EASTERN AVIATION FUELS, INC.

By: _____

Robert L. Stallings, IV

President

WITNESS:

LESSEE

By: _____

MAYOR PARKER WISEMAN

CITY OF STARKVILLE

WITNESS:

14. CONSIDERATION OF A CERTIFICATE OF APPROPRIATENESS REQUEST FROM BRIAR JONES FOR 408 GREENSBORO STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Walker, to approve the Certificate of Appropriateness Request CA-16-01 from Briar Jones for an addition at 408 Greensboro Street, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

15. AUTHORIZATION FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS, JUNE 26-29, 2016 IN ORDER TO PARTICIPATE IN THE BROWNFIELD WORKSHOP SPONSORED BY MDEQ AND EPA AND OTHER CLASSES ASSOCIATED WITH BROWNFIELD REDEVELOPMENT IN CONJUNCTION WITH THE CITY OF STARKVILLE'S BROWNFIELD ASSESSMENT GRANT; REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$975.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to authorize City Engineer Edward Kemp to attend the Mississippi Municipal League Summer Conference in Biloxi, MS, June 26-29, 2016 in order to participate in the Brownfield workshop sponsored by MDEQ and EPA and other classes associated with Brownfield redevelopment in conjunction with the City of Starkville's Brownfield Assessment Grant; requesting advance travel not to exceed \$975.00, the Board voted as

follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

16. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF FEBRUARY 24, 2016 FOR FISCAL YEAR ENDING 9/30/16.

Upon the motion of Alderman Carver to move approval of the City of Starkville Claims Docket for all departments as of February 24, 2016 for fiscal year ending 9/30/16, duly seconded by Alderman Little, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	\$ 161,828.56
Restricted Police Fund	002	1,228.96
Restricted Fire Fund	003	7,639.80
Airport Fund	015	1,113.17
Sanitation	022	193,417.31
Landfill	023	2,929.88
Federal Forfeited Funds	150	0
Park and Rec Tourism	375	5,158.65
Water/Sewer	400	(277.83)
Trust & Agency	610	17,002.22
Economic Dev, Tourism & Conv	630	70,000.07
Sub Total Before Stk Utilities	Sub	\$ 460,040.79
Utilities Dept.	SED	693,234.70
Total Claims	Total	\$ 1,153,275.49

17. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR 3 DEPUTY CITY CLERKS TO THE MS MUNICIPAL DEPUTY CLERK SPRING CONFERENCES WITH ADVANCE TRAVEL REQUESTED NOT TO EXCEED \$640.00 EACH.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve advance travel for three (3) Deputy City Clerks, not to exceed \$640.00 each, to attend the MS Municipal Deputy Clerk Spring Conferences, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

18. REQUEST PERMISSION TO APPLY FOR A SAFER GRANT IN THE APPROXIMATELY \$180,000 WITH THE CITY TO PROVIDE A 10% MATCH IF AWARDED.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to apply for a SAFER Grant in the approximate amount of \$180,000, with the SFD using funds for this grant, which will last two years, to hire firefighters to fill Fire Station 5 with a 10% cost match by the City, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

19. REQUEST PERMISSION TO ALLOW SFD TO UPDATE THE CURRENT POLICY FOR NATIONAL REGISTRY EMERGENCY MEDICAL TECHNICIANS WITH THE CITY NREMT POLICY TO MIRROR THE POLICY OF THE NATIONAL REGISTRY.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to allow SFD to update the current policy for National Registry Emergency Medical Technicians with the policy to mirror the policy of the National Registry, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

20. REQUEST APPROVAL TO PURCHASE A FORD INTERCEPTOR UTILITY, ALL WHEEL DRIVE, SUV VEHICLE ON STATE CONTRACT WITH THE FUNDING COMING FROM STATE REBATE FUNDS AT A COST OF \$26,411.00.

Upon the motion of Alderman Wynn, duly seconded by Alderman Vaughn, to approve the purchase of a Ford Interceptor Utility, All Wheel Drive, SUV vehicle on State Contract with the funding of \$26,411.00 coming from state rebate funds, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

21. REQUEST PERMISSION TO ALLOW FIRE CHIEF CHARLES YARBROUGH TO ATTEND THE NEW FIRE CHIEF III NATIONAL FIRE ACADEMY COURSE, HOSTED AT THE MISSISSIPPI STATE FIRE ACADEMY IN PEARL, MS SCHEDULED FOR APRIL 5-6, 2016, WITH ADVANCED PAY NOT TO EXCEED \$250.00.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to allow Fire Chief Charles Yarbrough to attend the New Fire Chief III National Fire Academy course, hosted at the Mississippi State Fire Academy in Pearl, MS, scheduled for April 5-6, 2016, with advanced pay not to exceed \$250.00, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

22. REQUEST APPROVAL FOR BRUCE HARRIS, TIMOTHY NEAL, DON ROBINSON AND JOSEPH WILLIAM TO ATTEND THE FIELD MAINTENANCE WORKSHOP MARCH 2, 2016, IN OXFORD, MISSISSIPPI WITH TRAVEL NOT TO EXCEED \$160.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to approve Bruce Harris, Timothy Neal, Don Robinson, and Joseph William to attend the Field Maintenance Workshop March 2, 2016, in Oxford, Mississippi with travel not to exceed \$160.00, with the funds coming from line item number 001-550-501-220, the Board voted as follows:

Alderman Ben Carver	Voted: absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

23. REQUEST AUTHORIZATION TO HIRE TEMPORARY PART TIME WORKERS FOR THE SOFTBALL/BASEBALL TOURNAMENT SEASON.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to authorize the hiring of temporary part time workers for the softball / baseball season at \$10.00 per hours to be paid for hours worked only and not eligible for benefits, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

24. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR JODI HOGUE AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to authorize the request for Educational Assistance Benefits for Jodi Hogue subject to the requirements of the Personnel Policy as passed on 9/2/2008, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

25. REQUEST APPROVAL TO HIRE RODRICK EDDIE TO FILL THE POSITION OF SYSTEM/NETWORK ADMINISTRATOR FOR THE INFORMATION TECHNOLOGY DEPARTMENT, SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to approve hiring Rodrick Eddie to fill the position of System/Network Administrator for the Information Technology Department, subject to one (1) year probationary period, at a salary grade 13, \$21.63 per hour, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

26. REQUEST APPROVAL OF THE TEMPORARY PAY INCREASE PER PERSONNEL POLICY FOR FIRE DEPARTMENT EMPLOYEE ROOSEVELT HARRIS, WHO IS ASSIGNED TO THE TEMPORARY POSITION OF ACTING CAPTAIN.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, to approve the temporary pay increase per Personnel Policy for Fire Department employee Roosevelt Harris, who is assigned to the temporary position of Acting Captain while Captain James Sharp is out on medical leave, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

27. DISCUSSION AND CONSIDERATION OF A TWO YEAR LEASE WITH CENTRAL MISSISSIPPI HARLEY DAVIDSON FOR TWO 2016 POLICE MOTORCYCLES AT THE RATE OF \$300.00 PER MONTH, PER UNIT.

Upon the motion of Alderman Maynard, duly seconded by Alderman Perkins, to authorize the Mayor to execute and enter into a two year lease with Central Mississippi Harley Davidson for two 2016 Police Motorcycles at the rate of \$300.00 per month, per unit, with the two current units to be returned and replaced with these two units with new warranties, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

28. DISCUSSION AND CONSIDERATION OF DECLARING A 2004 CROWN VICTORIA, VIN # 2FAFP71W14X169605, AS SURPLUS WITH AUTHORIZATION TO DECLARE SURPLUS AND ADVERTISE ON GOVDEALS.

Upon the motion of Alderman Little, duly seconded by Alderman Maynard, to declare a 2004 Crown Victoria, VIN # 2FAFP71W14X169605, as surplus with authorization to advertise and sell on Gov Deals, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

29. DISCUSSION AND CONSIDERATION OF DECLARING A 2002 BLACK FORD CROWN VICTORIA, VIN# 2FAFP71W43X113530 AS SURPLUS WITH AUTHORIZATION TO DECLARE SURPLUS AND SELL ON GOV DEALS.

Upon the motion of Alderman Walker, duly seconded by Alderman Vaughn, to declare a 2002 Black Crown Victoria, VIN # 2FAFP71W43X113539, surplus with authorization to sell on Gov Deals, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

30. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID SUBMITTED BY MITSUBISHI ELECTRIC POWER PRODUCTS, INC. FOR THREE (3) SUBSTATION VACUUM CIRCUIT BREAKERS FOR THE NORTHEAST STARKVILLE SUBSTATION AT A COST OF \$84,627.00.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to accept the lowest and best bid submitted by Mitsubishi Electric Power Products, Inc. for three (3) Substation Vacuum Circuit Breakers for the Northeast Starkville Substation, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The summary of bids received is as follows:

Mitsubishi Electric Power Products, Inc.	\$ 84,627.00
Garner Lumley Electric Supply Co.	\$107,571.00

31. REQUEST AUTHORIZATION TO ENTER INTO A MONTH TO MONTH LEASE WITH LOLLEY REAL ESTATE FOR PROPERTY AT 104 HWY 182 W FOR USE DURING AMI METER INSTALLATION.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to authorize Starkville Utilities to enter into a month to month lease with Lolley Real Estate for property at 104 Hwy 182 W with this property to be used to store, assemble and deploy meters and metering equipment

associated with AMI meter installation, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

STANDARD COMMERCIAL LEASE

This **LEASE** is made this 1st day of March, 2016, by and between Lolley Real Estate (hereinafter "**LESSOR**"), and Starkville Utilities (hereinafter "**LESSEE**").

WITNESSETH:

WHEREAS, LESSOR is the fee simple owner of certain real property located at 104 Hwy 182 W to include the metal buildings, parking area south of said buildings and parking spaces on the north side that face Lafayette St ("**Premises**"); and

WHEREAS, LESSOR has agreed to lease the Premises to LESSEE and LESSEE has agreed to lease the Premises from LESSOR on the terms stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, LESSOR and LESSEE hereby covenant and agree as follows:

1. PREMISES: LESSOR leases the Premises to LESSEE, and LESSEE leases the Premises from LESSOR. The Premises shall be used only for warehousing and staging of materials, and for no other purpose, without LESSOR'S prior written consent, which shall not be unreasonably withheld.

2. RENT: LESSEE agrees to pay as rent for the Premises Nine Hundred Dollars (\$900.00) per month payable in advance on the first day of each calendar month during the term of this Lease.

3. TERM: This Lease shall be for a term commencing on March 1, 2016, and continuing on a monthly basis until such time as either LESSOR or LESSEE provides a thirty (30) day written notice of its desire to end the lease.

4. DELIVERY AND ACCEPTANCE OF PREMISES: LESSEE has inspected and knows the condition of the Premises, and accepts the same in its present condition.

5. UTILITIES: LESSEE agrees to furnish all utilities and pay all electric, gas, water, fuel and sewer company charges, as well as all charges for any additional services or other utilities used on or assessed against the Premises.

6. LICENSING AND FEES: LESSEE shall obtain all necessary licensing and registrations for the use and operation of the Premises, and shall pay when due all license and registration fees.

7. TAXES: The following provisions shall apply:

7.1. State and county real estate taxes for the Property shall be paid by the LESSOR.

8. INSURANCE: The following provisions shall apply:

8.1. LESSOR shall maintain standard fire and hazard insurance as it sees fit to protect improvements on the subject property. LESSEE shall maintain contents insurance to protect any inventory of materials it keeps on the subject property.

9. MAINTENANCE AND REPAIR: LESSOR shall repair and maintain the roof, exterior walls and foundation of any structures located on the Premises.

9.1. LESSEE shall maintain all portions of the Premises which LESSOR is not specifically obligated to maintain under the above section. LESSEE shall maintain and keep in good working order all equipment, fixtures, and systems on the Premises, and shall perform routine repair and maintenance on the same, including without limitation all heating and air conditioning systems and equipment. LESSEE shall keep the Premises and all approaches, sidewalks, parking areas, truck pads, and adjacent alleys clean, and free of snow and rubbish.

10. USE OF PREMISES: LESSEE may use the Premises for any purpose set forth in Section 1 of this Lease, which is not destructive of the Premises. LESSEE shall not, however, commit or allow any waste, nuisance, or other such act or omission to occur on the Premises, and shall not do any act or allow on the Premises any condition which may disturb the quiet enjoyment of those occupying surrounding properties, including without limitation any other tenants or occupants in the Building or on the Premises. LESSEE shall advise LESSOR in writing of any change in the nature of LESSEE'S use of the Premises.

11. PUBLIC REQUIREMENTS: LESSEE shall comply with all laws, orders, regulations, ordinances and other public requirements at any time affecting the Premises or the use of the Premise.

12. ALTERATIONS: At its sole expense, LESSEE may, but is not required to, make improvements, alterations or additions to the Premises. Any alterations shall be of good workmanship and material and shall not reduce the size or strength of the then existing improvements or of any load bearing wall or structural support. Any improvements, alterations, additions or fixtures placed on the Premises, whether or not permanently affixed to the Premises, other than trade fixtures, shall become a part of the realty, shall belong to LESSOR, and shall remain on and be surrendered with the Premises at the termination of this Lease. No improvements, alterations or additions to the Premises, other than trade fixtures, shall be removed without LESSOR's prior written consent, which consent shall not be unreasonably withheld. LESSEE shall repair all damage caused by any removal of any trade or other fixtures or additions. Notwithstanding the foregoing or anything else to the contrary, LESSEE shall not be permitted to place any underground storage tanks on or under the Premises.

13. ASSIGNMENT OR SUBLEASE: LESSEE shall not assign this Lease, sublease the Premises, or allow anyone else to use or occupy any part of the Premises, without LESSOR'S prior written consent, which consent shall not be unreasonably withheld. LESSOR may assign this Lease to any subsequent purchaser of the Premises, and upon such assignment shall be released from all rights and obligations under this Lease.

14. INSPECTION: LESSOR and its agents may enter the Premises at reasonable hours to examine the same and do anything required of LESSOR by this Lease. During the last 30 days of the Lease term, LESSOR may display a "For Rent" sign on the Premises, and show the Premises to prospective tenants.

15. LESSEE'S PERSONALTY: LESSEE shall be responsible for any taxes or assessments made against LESSEE'S personal property.

16. DEFAULT BY LESSOR: LESSEE shall give LESSOR written notice of any default by LESSOR. If (a) the default is not cured within thirty (30) days after LESSOR receives the written notice, or (b) LESSOR does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then LESSEE at its election may declare this Lease terminated after an additional period of thirty (30) days. If this Lease is rightfully terminated in accordance with this section, rent shall be paid only to the end of the second thirty (30) day period.

17. DEFAULT BY LESSEE: The following provision shall govern default by the LESSEE:

17.1. LESSEE will be in default under this Lease for failure of LESSEE to make any rent payment when due or fully and timely perform any obligation contained in this Lease. LESSOR shall give LESSEE written notice of any default by LESSEE. If (a) the default is not cured within thirty (30) days after LESSEE receives the written notice, or (b) LESSEE does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then LESSOR at its election may declare this Lease terminated after an additional period of thirty (30) days. If this Lease is rightfully terminated in accordance with this section, rent shall be paid only to the end of the second thirty (30) day period.

18. WAIVERS: Any waiver, consent or approval on the part of LESSOR must be in writing, and shall be effective only to the extent specifically set forth in the writing. No delay or omission by LESSOR in the exercise of any right or remedy with respect to any one occasion shall impair LESSOR'S ability to exercise the right or remedy in the same or on another occasion.

19. NOTICES: All notices or other communications shall be in writing signed by the sender, and shall either be (a) personally delivered or (b) mailed by certified mail, at or to the following addresses:

LESSOR: Lolley Real Estate
116 North Nash St
Starkville, MS 39759

LESSEE: Starkville Utilities
P O Box 927
Starkville, MS 39760-0927
Attention: Terry Kemp

19.1. Either party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States Mail (if mailed by certified mail).

20. RETURN OF PREMISES: At the termination of this Lease, LESSEE agrees to deliver to LESSOR the Premises and all mechanical systems and all equipment and fixtures thereon, in good working order and condition.

21. INDEMNITY: LESSOR shall indemnify, defend and hold harmless LESSEE from and against any and all damage, expense, claim, liability or loss, including reasonable attorneys' fees, arising out of or in any way connected to any duty, right, obligation, or responsibility of LESSOR under this Lease. This duty to indemnify and defend shall include but shall not be limited to damages, costs, liability, loss and expense including professional consultant, engineering or attorneys' fees incurred in responding to federal, state, or local laws, strict liability, or common law.

22. SUCCESSORS AND ASSIGNS: This Lease shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and (in the case of LESSEE, permitted) assigns of the respective parties.

We, the undersigned, agree that we have read and understand the terms of this Lease and intend to become legally bound upon execution of this Lease. We agree by signing this Lease that we read the Lease thoroughly and completely and if we did not understand any of the terms or conditions of this Lease we consulted or had the opportunity to consult an attorney.

By: _____, Name
_____, Title
_____, Date

LESSOR

By: _____, Name
_____, Title
_____, Date

LESSEE

32. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE, SUBMITTED BY DELL SERVICES, FOR SERVERS TO PROVIDE DATA STORAGE FOR THE AMI METERING SYSTEM AT A COST OF 44,971.26.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to accept the lowest and best quote submitted by Dell Services for servers to provide data storage for the AMI metering system, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The summary of quotes received is as follows:

Dell Systems	\$ 44,971.26
Nitor Solutions	\$ 57,016.46

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Perkins, duly seconded by Alderman Walker, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea

Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Board entered closed session.

34. A MOTION TO ENTER EXECUTIVE SESSION TO CONSIDER PENDING LITIGATION RELATED TO A ZONING MATTER AND PENDING LITIGATION RELATED TO AN EMINENT DOMAIN CASE.

Alderman Little offered a motion to enter Executive Session to consider pending litigation related to a zoning matter and pending litigation related to an eminent domain case on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session to consider pending litigation related to a zoning matter and pending litigation related to an eminent domain case on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

35. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn, to return to Open Session, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session and asked the City Clerk to read the motion.

36. A MOTION THAT THE CITY ATTORNEY BE AUTHORIZED TO SETTLE THE EMINENT DOMAIN CASE OF STARKVILLE VS DR. BRENDA ROGERS – GRAY IN AN

AMOUNT OF \$2,000.

A motion was offered by Alderman Perkins to authorize the City Attorney to settle the eminent domain case of Starkville vs Dr. Brenda Rogers – Gray in an amount of \$2,000. The motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

37. A MOTION TO RECESS UNTIL MARCH 15, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until March 15, 2016 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2016.

PARKER WISEMAN, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEALED)