

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 3, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 3, 2017 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller and Roy A.' Perkins. Absent was Alderman Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill requested items IX. D and IX. E. be removed by request of the Board Attorney in that the items are under negotiation.

IX. D. CONSIDERATION OF THE ADOPTION OF AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE RENEWAL TO BCI MISSISSIPPI BROADBAND, LLC D/B/A MAXXSOUTH BROADBAND, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN STARKVILLE, MISSISSIPPI; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.

IX. E. CONSIDERATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND BCI MISSISSIPPI BROADBAND, LLC D/B/A MAXXSOUTH BROADBAND, A MISSISSIPPI LIMITED LIABILITY COMPANY CONCERNING THE USE OF CERTAIN STRUCTURES OWNED BY THE CITY OF STARKVILLE.

Alderman Walker requested the following items be added to the Consent Agenda:

IX. H. CONSIDERATION OF APPROVING THE PROPOSAL OF FARMER MORGAN, LLC, THE SOLE SUBMITTER OF A PROPOSAL TO APPLY FOR THE TIGER GRANT CLOSING ON OCTOBER 16, 2017.

X. B. DISCUSSION AND CONSIDERATION OF A PROFESSIONAL SERVICE AGREEMENT WITH DALHOFF THOMAS STUDIO FOR THE STARKVILLE PARK AND RECREATION MASTER PLAN IMPLEMENTATION WORK.

There being no objections, the items were added to the Consent Agenda.

1. A MOTION TO APPROVE THE CONSENT AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the October 3, 2017 Consent Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Absent

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

2. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Walker offered a motion, duly seconded by Alderman Perkins, to approve the October 3, 2017 Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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 TUESDAY, OCTOBER 3, 2017
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 WITH CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 1, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

MAYOR'S COMMENTS:

Introduction of new Employees:

Christian Twillie - Firefighter
Angelica Colbert – Police Officer
Christopher English – Police Officer
David Fair – Police Officer

Paul Stratton Woods – Police Officer

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING ON THE REPEAL OF THE ADMINISTRATIVE ADJUDICATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

SECOND PUBLIC HEARING ON AMENDING THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

PUBLIC HEARING OF RZ 17-10 A REQUEST TO REZONE THREE LOTS LOCATED AT 106, 108, AND 112 MILL STREET FROM R-2 TO T-5 WITH THE PROPERTY # 101D-00-318.00, 101D-00-319.00, AND 101D-00-321.00.

PUBLIC HEARING OF RZ 15-05 A REQUEST FOR MODIFICATION OR REMOVAL OF SEVERAL CONDITIONS PLACE ON THE REZONE OF TWO LOTS LOCATED AT 104 AND 105 CAMP AVENUE WITH THE PROPERTY
101C-00-001.00 AND #101C-00-002.00.

IX. MAYOR'S BUSINESS

CONSIDERATION OF THE ACCEPTANCE OF THE STARKVILLE CONVENTION AND VISITOR BUREAU ANNUAL 2% BUDGET FOR FISCAL YEAR 2017-18.

CONSIDERATION OF THE ACCEPTANCE OF THE OCEDA ANNUAL 2 % BUDGET FOR FISCAL YEAR 2017-18.

CONSIDERATION OF RE-APPOINTING JERRY TONEY TO HIS SECOND TERM AS THE CITY'S REPRESENTATIVE TO THE LINK BOARD FOR THE THREE YEAR TERM THAT EXPIRED SEPTEMBER 30, 2017.

CONSIDERATION OF THE REPEAL OF THE ADMINISTRATIVE ADJUDICATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2017 PUMKINPALOOZA EVENT WITH IN-KIND SERVICES.

CONSIDERATION OF AN AGREEMENT WITH SLAUGHTER AND ASSOCIATES FOR PROPOSED ANNEXATION STUDY.

CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION.

CONSIDERATION OF APPROVING THE PROPOSAL OF FARMER MORGAN, LLC, THE SOLE SUBMITTER OF A PROPOSAL TO APPLY FOR THE TIGER GRANT CLOSING ON OCTOBER 16, 2017.

X. BOARD BUSINESS

DISCUSSION AND CONSIDERATION OF AMENDING THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

DISCUSSION AND CONSIDERATION OF A PROFESSIONAL SERVICE AGREEMENT WITH DALHOFF THOMAS STUDIO FOR THE STARKVILLE PARK AND RECREATION MASTER PLAN IMPLEMENTATION WORK.

XI. DEPARTMENT BUSINESS

A. AIRPORT

REQUEST APPROVAL OF THE KEESLING AIRCRAFT RENTAL AND TRAINING, LLC FLIGHT SCHOOL AGREEMENT FOR FLIGHT SCHOOL TRAINING AT GEORGE M. BRYAN FIELD, STARKVILLE MS.

REQUEST APPROVAL OF THE CIRCLE S FLIGHT TRAINING AGREEMENT AT GEORGE M. BRYAN FIELD, STARKVILLE MS

B. COMMUNITY DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

CONSIDERATION OF RZ 17-10 A REQUEST TO REZONE THREE LOTS LOCATED AT 106, 108, AND 112 MILL STREET FROM R-2 TO T-5 WITH THE PROPERTY # 101D-00-318.00, 101D-00-319.00, AND 101D-00-321.00.

CONSIDERATION OF RZ 15-05 A REQUEST FOR MODIFICATION OR REMOVAL OF SEVERAL CONDITIONS PLACE ON THE REZONE OF TWO LOTS LOCATED AT 104 AND 105 CAMP AVENUE WITH THE PROPERTY # 101C-00-001.00 AND 101C-00-002.00.

CONSIDERATION OF PP 17-10 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR COMBINING AND SUBDIVIDING SEVERAL LOTS LOCATED AT 104 AND 105 CAMP AVENUE AND 703, 703½, 705 AND 705½ UNIVERSITY DRIVE IN A T5 ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.

CONSIDERATION OF VA 17-15 A REQUEST FOR VARIANCE RELIEF FROM STREET WIDTH,

SIDEWALK PLACEMENT, LOT DIMENSIONS, AND BUILDING HEIGHT LOCATED AT 104 AND 105 CAMP AVENUE AND 703, 703½, 705 AND 705½ UNIVERSITY DRIVE IN A T5 ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.

CONSIDERATION OF ONE CANDIDATE, ARIELLE STALLINGS, THE SOLE APPLICANT, FOR POTENTIAL APPOINTMENT FOR A VACANCY IN THE KEEP STARKVILLE BEAUTIFUL COMMITTEE.

CONSIDERATION OF ONE CANDIDATE, PETER SUMMERLIN, THE SOLE APPLICANT, FOR POTENTIAL APPOINTMENT FOR THE VACANCY ON THE STARKVILLE TREE ADVISORY BOARD.

COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

ENGINEERING

REQUEST APPROVAL OF SUPPLEMENTAL AGREEMENT #3 FOR THE LOUISVILLE STREET PEDESTRIAN IMPROVEMENT PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT.

FINANCE AND ADMINISTRATION

REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 27, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.

REQUEST APPROVAL OF CITY CLERK / CFO LESA HARDIN TO ATTEND THE 2017 MASTER MUNICIPAL CLERK SESSION TO BE HELD OCTOBER 4 – 6 AT MSU AT A COST OF \$100.

REQUEST APPROVAL OF BUDGET AMENDMENTS FOR FY 2017.

REQUEST APPROVAL OF ANNUAL MUNICIPAL COMPLIANCE REPORT.

CONSIDERATION OF THE APPROVAL OF TRAVEL FOR DEPUTY CLERK LEANNE MCGARR TO THE OCTOBER 18 – 20, 2017 DEPUTY CLERK TRAINING IN HATTIESBURG, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$650.

FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. HUMAN RESOURCES

REQUEST AUTHORIZATION TO CHANGE THE EMPLOYMENT STATUS OF MATTHEW ADDY FROM TEMPORARY FULL TIME TO FULL TIME.

REQUEST AUTHORIZATION TO HIRE EMMANUEL MOORE, AS THE BUILDING INSPECTOR, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

REQUEST AUTHORIZATION TO HIRE MICHAEL EDWARDS AS A CERTIFIED FIREFIGHTER, IN THE STARKVILLE FIRE DEPARTMENT AND ALLOW MR. EDWARDS TO BE CONSIDERED FOR PROMOTION AFTER ONE (1) YEAR.

PARKS AND RECREATION

THERE ARE NO ITEMS FOR THIS AGENDA

POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

UTILITIES DEPARTMENT

REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES AND THE CITY OF STARKVILLE TO ENTER INTO A MASTER PROFESSIONAL ENGINEERING AGREEMENT WITH VOLKERT, INC.

REQUEST AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN STARKVILLE UTILITIES AND VOLKERT INC. FOR THE EVALUATION OF OPTIONS TO MANAGE SLUDGE IN THE CITY'S WASTEWATER LAGOON.

REQUEST AUTHORIZATION FOR ROBBY GILLILAND TO TRAVEL TO JACKSON, TN TO ATTEND TVPPA LINE WORKER UNDERGROUND LAB 4 ON OCTOBER 9-13, 2017 AT A TOTAL COST NOT TO EXCEED \$1,672 WITH ADVANCE TRAVEL.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 17, 2017 @ 5:30 IN THE COURT ROOM AT 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.

Consent items 3 – 26:

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 1, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the September 1, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the September 5, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE ACCEPTANCE OF THE STARKVILLE CONVENTION AND VISITOR BUREAU ANNUAL 2% BUDGET FOR FISCAL YEAR 2017-18.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the Starkville Convention and Visitor Bureau (CVB) Fiscal Year 2018 2% Budget” is enumerated, this consent item is thereby approved.

GSDP 2017/2018 BUDGET									
Convention and Visitors Bureau									
									PROPOSED
		2015/2016 Actual	2015/2016 Budget	##	2016/2017 YTD 8.15.17	2016/2017 Budget	16/17 Budget Remaining	##	2017/2018 Budget
REVENUES Hotel TAX									
40101-V	City of Starkville	\$320,191.07	\$200,000.00		\$238,998.88	\$225,000.00	-\$13,998.88		\$265,000.00
41000-V	Interest Income	<u>\$259.16</u>	<u>\$0.00</u>		\$255.66	\$250.00	-\$5.66		\$250.00
	Total Revenues Hotel TAX	\$320,450.23	\$200,000.00	##	\$239,254.54	\$225,250.00	-\$14,004.54	##	\$265,250.00
EXPENSES Hotel TAX									
56100-V	GSDP Management Contract	\$108,938.88	\$108,938.99		\$101,481.58	\$108,383.99	\$6,902.41		\$133,968.99
56101-V	GSDP Occupancy Agreement	\$17,667.08	\$16,061.01		\$18,022.51	\$19,661.01	\$1,638.50		\$20,209.85
56102-V	Audit	\$13,400.00	\$12,000.00		\$13,802.00	\$13,400.00	-\$402.00		\$13,800.00
56104-V	CVB Board Development	\$812.10	\$1,000.00		\$1,095.70	\$1,000.00	-\$95.70		\$1,500.00
56105-V	Dues-Sponsorship	\$23,155.00	\$30,000.00		\$17,895.00	\$28,500.00	\$10,605.00		\$22,000.00
56106-V	Convention Recruitment/Hospitality	\$696.41	\$7,000.00		\$65.41	\$3,500.00	\$3,434.59		\$7,000.00
56107-V	Maint Street Association	<u>\$25,000.00</u>	<u>\$25,000.00</u>		\$26,773.28	\$25,000.00	-\$1,773.28		\$25,000.00
56107-V	Dues-Tourism Memberships								\$6,500.00
	Total Expenses Hotel TAX	\$189,669.47	\$200,000.00	##	\$179,135.48	\$199,445.00	\$20,309.52	##	\$229,978.84
	Net Income Hotel TAX	<u>\$130,780.76</u>	\$0.00		<u>\$60,119.06</u>	<u>\$25,805.00</u>	<u>-\$34,314.06</u>		<u>\$35,271.16</u>
REVENUES Food & Beverage TAX									
41100-V	City of Starkville	\$312,223.67	\$235,000.00		\$251,648.25	\$260,000.00	\$8,351.75		\$290,000.00
41300-V	Restaurant Week	<u>\$6,200.00</u>	<u>\$0.00</u>		<u>\$15,200.00</u>	\$0.00	-\$15,200.00		\$10,000.00
41400-V	MHSAA and NCAA								\$0.00
	Total Revenues Food & Beverage TAX	\$318,423.67	\$235,000.00		\$266,848.25	\$260,000.00	-\$6,848.25		\$300,000.00
EXPENSES Food & Beverage TAX									
80000-V	GSDP Marketing/Operating Contract	\$63,000.00	\$63,000.00		\$57,750.00	\$63,000.00	\$5,250.00		\$63,000.00
80002-V	Advertising-Contracts	\$219,490.51	\$135,000.00		\$167,065.78	\$151,250.00	-\$15,815.78		\$30,000.00
80003-V	Advertising - Print								\$65,000.00
80004-V	Advertising - Radio								\$14,000.00
80005-V	Advertising - Video								\$16,000.00
80006-V	Advertising Digital/Web								\$10,000.00
80007-V	Advertising-Photography								\$2,000.00
80008-V	Advertising-Athletics								\$36,000.00
80028-V	Office Supplies	\$159.14	\$0.00		\$0.00		\$0.00		
80040-V	Special Projects/Events	\$5,030.91	\$5,500.00		\$8,747.76	\$5,500.00	-\$3,247.76		\$8,700.00
80041-V	Professional Development	\$5,467.42	\$7,800.00		\$2,592.66	\$8,000.00	\$5,407.34		\$6,000.00
80042-V	Sponsored Programs	\$9,000.00	\$8,500.00		\$5,000.00	\$4,000.00	-\$1,000.00		\$8,000.00
80043-V	Sustaining Grant Program	\$17,400.00	\$15,200.00		\$19,550.00	\$20,750.00	\$1,200.00		\$20,750.00
80047-V	Consulting Services	\$10,000.00	\$0.00		\$10,000.00	\$10,000.00	\$0.00		\$10,000.00
80048-V	Restaurant Week	<u>\$2,434.94</u>	<u>\$0.00</u>		\$8,459.09	\$2,500.00	-\$5,959.09		\$7,500.00
80049-V	MHSAA Games/Sports Event Hospitality				\$6,002.23	\$0.00	-\$6,002.23		
80050-V	Videographing				\$750.00	\$0.00	-\$750.00		\$0.00
	Total Expenses Food & Beverage TAX	<u>\$331,982.92</u>	\$235,000.00	##	\$285,917.52	\$265,000.00	-\$20,917.52	##	\$296,950.00
	Net Income Food & Beverage TAX	<u>-\$13,559.25</u>	\$0.00		<u>-\$19,069.27</u>	<u>-\$5,000.00</u>	<u>\$14,069.27</u>		<u>\$3,050.00</u>
	Net Income TOTAL	\$117,221.51	\$0.00		\$41,049.79	\$25,805.00	-\$20,244.79		\$35,271.16

6. CONSIDERATION OF THE ACCEPTANCE OF THE OCEDA ANNUAL 2 % BUDGET FOR FISCAL YEAR 2017-18.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the OCEDA annual 2% budget for fiscal year 2017 - 18” is enumerated, this consent item is thereby approved.

GSDP 2017/2018 APPROVED BUDGET					
Okittibbeha County Economic Development Authority					
					PROPOSED
		<u>2016/2017 YTD</u>	<u>2016/2017</u>	<u>16/17 Budget</u>	<u>2017/2018</u>
REVENUES - GENERAL OPERATIONS		8.15.17	Budget	Remaining	Budget
48001-E	INTEREST INCOME	\$2,295.77	\$1,000.00	-\$1,295.77	\$1,000.00
48002-E	RTC % Rent Share	<u>\$30,632.70</u>	<u>\$47,000.00</u>	<u>\$16,367.30</u>	<u>\$47,000.00</u>
Total Revenue - General Operations		<u>\$32,928.47</u>	<u>\$48,000.00</u>	<u>\$15,071.53</u>	<u>\$48,000.00</u>
EXPENSES - GENERAL OPERATIONS					
90030-E	AUTO/MILEAGE REIMB	\$0.00	\$500.00	<u>\$500.00</u>	\$500.00
90031-E	BOARD HOSPITALITY	\$4,023.98	\$3,600.00	-\$423.98	\$4,000.00
90032-E	OFFICE OVERHEAD	\$1,171.69	\$2,800.00	<u>\$1,628.31</u>	\$2,800.00
90034-E	INSURANCE/BONDS	\$19,780.00	\$23,000.00	<u>\$3,220.00</u>	\$23,000.00
90037-E	LEGAL/PROFESSIONAL	\$17,550.00	\$18,000.00	<u>\$450.00</u>	\$18,000.00
90040-E	OFFICE FURNITURE/EQUIPMENT	\$0.00	\$300.00	<u>\$300.00</u>	\$300.00
90041-E	OFFICE SUPPLIES	\$0.00	\$200.00	<u>\$200.00</u>	\$200.00
90043-E	POSTAGE/SHIPPING	\$0.00	\$200.00	<u>\$200.00</u>	\$200.00
90049-E	GSDP Occupancy Agreement	\$16,203.00	\$17,676.00	<u>\$1,473.00</u>	\$20,209.85
90050-E	GSDP MAN/PERSONEL CONTRACTS	<u>\$111,213.63</u>	<u>\$121,324.00</u>	<u>\$10,110.37</u>	<u>\$130,000.00</u>
Total Expenses - General Operations		<u>\$169,942.30</u>	<u>\$187,600.00</u>	<u>\$17,657.70</u>	<u>\$199,209.85</u>
Net Income - General Operations		<u>-\$137,013.83</u>	<u>-\$139,600.00</u>	<u>-\$2,586.17</u>	<u>-\$151,209.85</u>

<u>REVENUES PROJECT - RESEARCH PARK</u>					
48003-E	BUILDING LEASE INCOME	\$253,843.07	\$325,000.00	\$71,156.93	\$325,000.00
48005-E	COMMON AREA COST REIMB.	\$2,066.39	\$3,200.00	\$1,133.61	\$3,200.00
48013-E	UTILITY COST REIMB.	<u>\$134,406.53</u>	<u>\$140,000.00</u>	<u>\$5,593.47</u>	<u>\$140,000.00</u>
	Total Revenue Project - Research Park	<u>\$390,315.99</u>	<u>\$468,200.00</u>	<u>\$77,884.01</u>	<u>\$468,200.00</u>
<u>EXPENSE PROJECTS - RESEARCH PARK</u>					
90001-E	BUILDING CUSTODIAL	\$6,600.00	\$7,500.00	\$900.00	\$7,500.00
90004-E	BLDG IMPROVMENTS - MAIN STREET	\$0.00	\$0.00	\$0.00	\$0.00
90007-E	BLDG MAINT/IMPROVEMENTS	\$96,965.15	\$285,000.00	\$188,034.85	\$285,000.00
90008-E	BUILDING UTILITIES/ELECT & WTR	\$87,827.83	\$110,000.00	\$22,172.17	\$110,000.00
90009-E	BUILDING UTILITIES/GAS	\$23,001.25	\$21,000.00	-\$2,001.25	\$23,000.00
90011-E	LEGAL/PROFESSIONAL	\$1,120.00	\$600.00	-\$520.00	\$600.00
90012-E	PARK IMPROVEMENTS	\$133.80	\$5,000.00	\$4,866.20	\$5,000.00
90013-E	PARK LANDSCAPE/MAINTENANCE	\$31,364.58	\$50,000.00	\$18,635.42	\$50,000.00
90014-E	PARK UTILITIES	<u>\$4,181.71</u>	<u>\$4,000.00</u>	<u>-\$181.71</u>	<u>\$4,000.00</u>
	Total Expense Project - Research Park	<u>\$251,194.32</u>	<u>\$483,100.00</u>	<u>\$231,905.68</u>	<u>\$485,100.00</u>
	Net Income Project - Research Park	<u>\$139,121.67</u>	<u>-\$14,900.00</u>	<u>-\$154,021.67</u>	<u>-\$16,900.00</u>
<u>REVENUES 2% FOOD & BEVERAGE TAX</u>					
48020-E	FOOD/BEVERAGE TAX	<u>\$356,924.15</u>	<u>\$290,000.00</u>	<u>-\$66,924.15</u>	
	Total Revenue 2% Food & Bev. Tax	<u>\$356,924.15</u>	<u>\$290,000.00</u>	<u>-\$66,924.15</u>	<u>\$290,000.00</u>
<u>EXPENSES 2% FOOD & BEVERAGE TAX</u>					
90072-E	DUES/MEMBERSHIPS	\$0.00	\$500.00	\$500.00	\$500.00
90073-E	INDUSTRY RELATIONS	\$111,400.00	\$121,000.00	\$9,600.00	\$121,000.00
90079-E	TRAVEL/CONFERENCES	<u>\$0.00</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>
	Total Expenses 2% Food & Bev. Tax	<u>\$111,400.00</u>	<u>\$123,000.00</u>	<u>\$11,600.00</u>	<u>\$123,000.00</u>
	Net Income	<u>\$245,524.15</u>	<u>\$167,000.00</u>	<u>-\$78,524.15</u>	<u>\$167,000.00</u>
<u>PROJECT REVENUES & GRANTS</u>					
	Total Revenue Grants/Contrib.	\$0.00	<u>\$0.00</u>	\$0.00	\$0.00
<u>PROJECT DISBURSEMENTS</u>					
	Total Expenses Grants/Contrib.	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	Net Income	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>CORNERSTONE PROJECT REVENUE</u>					
	(Sale of land to Army) Projected Revenue:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$169,560.00</u>
<u>CORNERSTONE PROJECT EXPENSES</u>					
90111-E	CORNERSTONE MAINT/IMPROVEMENTS	<u>\$3,230.36</u>	<u>\$12,500.00</u>	<u>\$9,269.64</u>	<u>\$12,500.00</u>
	Total Project Expenses	<u>\$3,230.36</u>	<u>\$12,500.00</u>	<u>\$9,269.64</u>	<u>\$12,500.00</u>
	Net Income Cornerstone Project Expenses	<u>-\$3,230.36</u>	<u>-\$12,500.00</u>	<u>-\$9,269.64</u>	<u>\$157,060.00</u>
<u>INDUSTRIAL PARK #2REVENUE</u>					
	Total Revenue Industrial Park #2	<u>\$104,361.09</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>INDUSTRIAL PARK #2 - EXPENSES</u>					
90300-E	Industrial Park #2				
	Total Expenses Industrial Park #2	<u>\$104,361.09</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	Net Income Industrial Park #2	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	Total Budgeted Revenue				<u>#####</u>
	Total Budgeted Expense				<u>\$819,809.85</u>
	OVERALL NET INCOME	<u>\$244,401.63</u>	<u>-</u>	<u>-</u>	<u>\$260,266.21</u>

7. CONSIDERATION OF RE-APPOINTING JERRY TONEY TO HIS SECOND TERM AS THE CITY'S REPRESENTATIVE TO THE LINK BOARD FOR THE THREE YEAR TERM THAT EXPIRED SEPTEMBER 30, 2017.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of re-appointing Jerry Toney to the Golden Triangle LINK board for a second three year term" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2017 PUMKINPALOOZA EVENT WITH IN-KIND SERVICES.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of a Special Event request for the 2017 Pumpkinpalooza event with in-kind services" is enumerated, this consent item is thereby approved.

Starkville Main Street Association is requesting in-kind services to hold the 2017 Pumpkinpalooza event. The event will be held on Friday, October 13, 2017. Setup will begin at 3:00 pm and teardown will end at 9:00 pm. The event will start at 6:00 pm and will end at 8:00 pm. The requested services include SPD, Sanitation and SED with a total cost \$1,850.00.

9. CONSIDERATION OF APPROVING THE PROPOSAL OF FARMER MORGAN, LLC, THE SOLE SUBMITTER OF A PROPOSAL TO APPLY FOR THE TIGER GRANT CLOSING ON OCTOBER 16, 2017.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of accepting the proposal of Farmer Morgan, LLC for the purpose of applying for the TIGER grant closing on October 16, 2017" is enumerated, this consent item is thereby approved.

Reference: Transportation Investment Generating Economic Recovery (TIGER) Grant Application Preparation, Statement of Qualifications

Farmer | Morgan, L.L.C. is pleased to have the opportunity to submit a letter of interest and statement of qualifications for the above referenced services. The following proposal describes our understanding of the request based on review of the Request for Qualifications (RFQ) due September 29, 2017. This letter discusses our firm's methodology, the general scope of our services, and our qualifications and experience.

PROJECT INFORMATION

Farmer | Morgan has evaluated the need for professional consultant grant application preparation services for the 2017 Federal Highway Administration's Transportation Investment Generating Economic Recovery (TIGER) Grant for the City of Starkville, Mississippi. The grant application services involve the development of a Benefit-Cost Analysis, and if the grant is awarded, the consultant will provide the following professional services:

- 2) Design Phase Services
- 3) Right-of-Way Phase Services
- 4) Utility Relocation Phase Services
- 5) Construction Phase - Construction, Engineering and Inspection Services (CEI)

We propose a project team consisting of Farmer | Morgan staff who have experience in preparing TIGER grant applications, and who are qualified for Architecture & Engineering (A&E), and Construction, Engineering & Inspection (CE&I). Farmer | Morgan, LLC carries an unlimited contract status with the State of Tennessee Department of Transportation and is prequalified for Architecture & Engineering Services for Design and for Farmer | Morgan Nashville · Huntsville · Pikeville

Construction, Engineering & Inspection (CE&I). It is the firm's intent to register with the Mississippi Department of Transportation to qualify to provide these services to communities in Mississippi. The intent of this project team is to follow up on the strengths our firm has developed with previous transportation enhancement projects. Our experience with United States Department of Transportation (USDOT) coupled with our experience in grant writing will provide the City of Starkville with a seamless project from planning and design to built form.

Relevant Experience

Farmer | Morgan provides Construction, Engineering & Inspection (CE&I) services to the Tennessee Department of Transportation (TDOT) and the United States Department of Transportation (USDOT) related or funded projects. The firm has existing clients that receive USDOT funded projects or pursue projects within TDOT Right-of-Way. Any Federal Highway Administration (FHWA) funded project requires a full time construction management team on the site. This team consists of materials testing, inspection and management staff provided by Farmer | Morgan. Often these projects are designed by the firm and are carried through the entire development and construction process by the firm's multi-disciplinary team. CE&I work requires value engineering and inspection skills to maintain project budgets while retaining project schedule goals and accepting installed project components on the owner's behalf.

Farmer | Morgan currently serves as design consultants for the City of Dunlap, Tennessee and has provided A&E and CEI services for many projects, including the Dunlap Streetscape Project, Phase 1 with a total construction budget of \$150,000.00. Farmer | Morgan has also completed Architecture & Engineering (A&E) services, as well as CEI services for Coops Creek Greenway Phase I, a \$300,000.00 project for the City of Dunlap. The firm has also provided A&E and CEI services for the Monteagle Pedestrian Enhancement project with a project budget of \$260,000.00 in Monteagle, Tennessee. The firm has also provided design plans and bid specifications for the TDOT funded Mountain Goat Trail (MGT) Phase III in Monteagle. This contract is with the City of Monteagle and has a project budget of \$801,020.00. Farmer | Morgan has provided Architecture & Engineering and CEI services for the Monteagle Pedestrian Corridor Extension as well, a \$352,000.00 project. Farmer | Morgan has also prepared many projects for bid, including the Ducktown Recreational Trail Program (RTP) project. This 1,400 linear feet of recreational trail was bid in August of 2013 and constructed in the fall of the same year. In addition, the firm provides Architecture & Engineering services on the TDOT funded Ducktown Roadscapes Project. This project is currently in construction phase. In addition, Farmer | Morgan has recently submitted design plans and bid specifications for the TDOT funded Ducktown Main Street Pedestrian Enhancement Phase I and Phase II. The firm's contract is with the City of Ducktown and has a project budget of \$770,000.00.

The firm has also completed the award winning \$1.2 million streetscape enhancement in Pikeville, Tennessee. The Tennessee Department of Transportation Commissioner John Schroer has visited the project on two separate occasions to showcase the design and built form of the project. The Pikeville Main Street Project is part of the Pikeville Business District Redevelopment Plan. The firm provided planning, design and construction inspection services for the project. The project was funded by the City of Pikeville, USDA, ARC and Tennessee Department of Agriculture. The City of Pikeville and Farmer | Morgan completed the five blocks / 10 month project in the Spring of 2010.

Additional Federal Highway funded projects consist of the Coalmont Phipps Park Project. This project was funded by the Tennessee Department of Environment and Conservation's (TDEC) Recreational Trails Program (RTP) and the land donation by the Town of Coalmont. Farmer | Morgan developed the Phipps Park Master Plan for the Town of Coalmont and then selected key components to be used for the \$80,000.00 construction budget. The construction phase needed to resolve parking and access issues to specific assets in the walking park. To accomplish this goal, the Town of Coalmont decided to construct the parking area, main asphalt trail and the center piece of this phase, the covered bridge. These components were completed with construction inspection and materials testing by Farmer | Morgan in the summer of 2012.

In addition, Farmer | Morgan worked with the Town of Hodges, Alabama to design and develop the Hodges Rock Bridge Canyon Equestrian Park. The park contains a 180-acre campground and trailhead with 50 miles of equestrian trails. Currently, the day use area for the trailhead is complete and there are 25 miles of equestrian trails constructed. The day use area consists of the main entry drive, bathrooms, parking area and the public pavilion. The Rock Bridge Canyon Equestrian Park also contains a rural greenway and economic development project that involves 24 miles of abandoned Norfolk Southern Rail Line. Farmer | Morgan completed the trail feasibility study, design guidelines, business & master plan, design plans and construction inspection for the Campground and Trailhead, and Day Use Area. Project assistance has come from TVA, Alabama Department of Economic and Community Affairs (ADECA), ALDOT, Alabama Industrial Development and local match. The project construction budget for the Day Use Area was \$390,000.00. This project has been awarded the 2014 Excellence in Planning and Design Award by the Alabama Trails Commission.

The Farmer | Morgan planning team prepares grant applications and secures state and federal funding for its clients on many municipal and transportation-related projects. The firm has prepared applications and has developed a Cost-Benefit Analysis for several projects seeking TIGER funding, including the U.S. 127 Complete Streets Project for Dunlap, TN. An example of a prepared Benefit-Cost Analysis conducted by the Farmer | Morgan planning staff as part of a completed TIGER grant application can be seen below:

Calendar Year	Project Year	Total Value of Time Saved (\$2013) ³	Total Value of Injuries Prevented ⁶	Total Value of Property Damage Crashes Prevented ⁶	Benefits of Additional Bicycling ¹⁰	Health Benefits of Additional Walking ¹²	NPV CO2 Costs @ 3% Avg SCC ¹⁶	Initial Costs (\$2015) ¹⁷	Operations & Maintenance Costs (\$2015) ¹⁸	7% NPV Total Benefits ²²	3% NPV Total Benefits ²³	Total Gross Benefits (No Discount)
2017	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,176,150		\$(5,772,103)	\$ (5,996,262)	\$ -
2018	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2019	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2020	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2021	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2022	6	\$ 1,116,601	\$ 534,583	\$ 15,553	\$ 2,680	\$ 36,116	\$ 1,809		\$ 30,881	\$ 1,117,701	\$ 1,404,305	\$ 1,707,343
2023	7	\$ 1,130,860	\$ 541,410	\$ 15,752	\$ 5,395	\$ 72,693	\$ 1,789		\$ 30,881	\$ 1,082,403	\$ 1,412,689	\$ 1,767,899
2024	8	\$ 1,145,301	\$ 548,324	\$ 15,953	\$ 8,145	\$ 109,738	\$ 1,768		\$ 30,881	\$ 1,047,394	\$ 1,420,005	\$ 1,829,228
2025	9	\$ 1,159,926	\$ 555,326	\$ 16,157	\$ 10,929	\$ 147,255	\$ 1,747		\$ 30,881	\$ 1,012,764	\$ 1,426,296	\$ 1,891,341
2026	10	\$ 1,174,739	\$ 562,418	\$ 16,363	\$ 13,749	\$ 185,251	\$ 1,726		\$ 30,881	\$ 978,590	\$ 1,431,606	\$ 1,954,246
2027	11	\$ 1,189,740	\$ 569,600	\$ 16,572	\$ 16,605	\$ 223,733	\$ 1,734		\$ 61,762	\$ 930,297	\$ 1,413,698	\$ 2,017,984
2028	12	\$ 1,204,933	\$ 576,873	\$ 16,784	\$ 19,498	\$ 262,706	\$ 1,711		\$ 61,762	\$ 898,186	\$ 1,417,820	\$ 2,082,505
2029	13	\$ 1,220,320	\$ 584,240	\$ 16,998	\$ 22,427	\$ 302,177	\$ 1,689		\$ 61,762	\$ 866,641	\$ 1,421,064	\$ 2,147,851
2030	14	\$ 1,235,903	\$ 591,701	\$ 17,215	\$ 25,394	\$ 342,152	\$ 1,666		\$ 61,762	\$ 835,707	\$ 1,423,468	\$ 2,214,031
2031	15	\$ 1,251,686	\$ 599,257	\$ 17,435	\$ 28,399	\$ 382,637	\$ 1,617		\$ 61,762	\$ 805,397	\$ 1,425,044	\$ 2,281,031
2032	16	\$ 1,267,670	\$ 606,909	\$ 17,658	\$ 31,442	\$ 423,639	\$ 1,620		\$ 185,285	\$ 733,976	\$ 1,348,928	\$ 2,348,939
2034	17	\$ 1,283,858	\$ 614,660	\$ 17,883	\$ 34,524	\$ 465,165	\$ 1,597		\$ 185,285	\$ 707,813	\$ 1,351,271	\$ 2,417,687
2035	18	\$ 1,300,253	\$ 622,509	\$ 18,112	\$ 37,645	\$ 507,221	\$ 1,598		\$ 185,285	\$ 682,219	\$ 1,352,873	\$ 2,487,338
2036	19	\$ 1,316,857	\$ 630,458	\$ 18,343	\$ 40,807	\$ 549,815	\$ 1,574		\$ 185,285	\$ 657,174	\$ 1,353,719	\$ 2,557,853
2037	20	\$ 1,333,673	\$ 638,509	\$ 18,577	\$ 44,008	\$ 592,952	\$ 1,572		\$ 185,285	\$ 632,744	\$ 1,353,890	\$ 2,629,292
		\$ 18,332,319	\$ 8,776,777	\$ 255,357	\$ 341,648	\$ 4,603,251	\$ 25,219	\$ 6,176,150	\$ 1,389,634	\$ 7,216,903	\$ 14,960,415	\$ 32,334,569
								\$ 7,565,784				

* For a more detailed breakdown of the Benefit-Cost Analysis, see the Appendix & attachment "Dunlap_TIGER_Benefit Cost Analysis_2016.xlsx"

³ Hours at \$16.00 per hour for an average of All Purpose Intercity Travel (\$19.00) and All Purpose Local Travel (\$13.00). From *TIGER Benefit-Cost Analysis (BCA) Resource Guide*.

⁶ Value of Injury is based on KABCO-AIS Data Conversion Table that shows one accident with unknown severity with a value of \$170,403.96. See appendix for table.

¹⁰ Total Value of Property Damage Crashes Prevented was based on a \$3,927 value per vehicle. From *TIGER Benefit-Cost Analysis (BCA) Resource Guide*.

¹² Health Benefits of Additional Bicycling = Bicycles Utilizing Project * 1.6 miles/day (total new bike lanes) * \$0.19/mile (*Incorporating Health Objectives Into Transportation Planning* by Todd Litman.) * 365 days/year

¹² Health Benefits of Additional Walking = Bicycles Utilizing Project * 1.6 miles/day (total new sidewalks) * \$0.48/mile (*Incorporating Health Objectives Into Transportation Planning* by Todd Litman.) * 365 days/year

¹⁶ Undiscounted CO₂ Costs @ 3% Avg SCC / (1.03^{Project Year})

¹⁷ See Opinion of Probable Cost (OPC) Spreadsheet

¹⁸ 2022-2026=Initial Costs * 0.005; 2027-2031= Initial Costs * 0.01; 2032-2037 = Initial Costs * 0.03

¹⁹ Total Value of Time Saved + Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional

²⁰ Undiscounted Non-CO₂ Benefits/(1.07^{Project Year})

²¹ Undiscounted Non-CO₂ Benefits/(1.03^{Project Year})

²² 7% NPV Non-CO₂ Benefits + NPV CO₂ Costs @3% Avg SCC

²³ 3% NPV Non-CO₂ Benefits + NPV CO₂ Costs @3% Avg SCC

²⁴ Total Gross Benefits = Total Value of Time Saved + Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional Walking + NPV CO₂ Costs @ 3% Avg SCC

BENEFIT	
Travel Time Savings	\$ 18,332,319
Safety Savings	\$ 8,776,777
Property Damage Prevention Sav	\$ 255,357
Bicycling Health Savings	\$ 341,648
Walking Health Savings	\$ 4,603,251
Emissions Savings	\$ 25,219
TOTAL BENEFIT	\$ 32,334,569

COST	
TIGER Funding Request	\$ 5,558,535.00
Local Match (10%)	\$ 617,615.00
TOTAL COST	\$ 6,176,150.00

Benefit : Cost = 5.24 : 1

Qualifications & Availability of Staff

Farmer | Morgan started as an urban planning and municipal redevelopment firm. The firm originally offered boutique services of urban infill redevelopment and downtown revitalization. Today, Farmer | Morgan has expanded their approach to be comprehensive in nature to serve our clients in a cradle to cradle fashion. The firm desires to maintain the founding methodology that provides a unique relationship with its clients. In order to do this and expand into growing markets, Farmer | Morgan selects projects that offer unique challenges and opportunities for multidisciplinary collaboration. This collaboration provides for a comprehensive approach that produces successful projects. Farmer | Morgan is composed of two principles from which project management and design development are directed, two planning and design associates, a civil engineer, and a construction manager.

Benjamin Farmer is Principal & Managing Partner of Farmer | Morgan and provides an expertise in urban planning and municipal redevelopment of underutilized public space. Ben has a sound understanding of governmental financing and project funding. He has experience in regional and local municipal planning coupled with hands on practice in construction management and construction inspection. He carries the Tennessee General Contractors License for the firm and oversees construction management efforts for Farmer |Morgan. Ben has completed required TDOT certifications for A&E consulting services as well as CEI consulting services. Ben is TDEC, Erosion Prevention and Sediment Control, Level I and Level II certified. Ben received his Master of Landscape Architecture and Master of Community Planning Degrees from the College of Architecture, Design and Construction at Auburn University. He is the Past Chair of the Master of Landscape Architecture Advisory Council and also served on the Master of Community Planning Advisory Council at Auburn. Ben resides with his wife and three children in Pikeville, Tennessee.

Randall Morgan is Director of Design for Farmer | Morgan and guides design development and project construction for the firm. As Director of Design, Randy combines a unique understanding of the fundamental principles of city planning with the cutting edge practices of landscape architecture. Randy's unique ability to create landscapes that succeed as both social spaces and environmental systems is grounded in his capacity to quickly and effectively assess the environmental, cultural, and social significance of a place. This ability results in the design of memorable places that withstand the test of time. Randy graduated from the College of Architecture, Design and Construction at Auburn University with his Master of Landscape Architecture Degree. He is a visiting professor at Auburn University and participates in jury reviews at the University of Tennessee, Knoxville. Randy is a Registered Landscape Architect in the states of Alabama and Tennessee, and a member of the American Society of Landscape Architects. He maintains TDOT certifications to undertake A&E consulting services and CEI consulting services for Farmer | Morgan. He is the co- founder of the Nashville Street Life Project and a graduate of the Form Based Institute. Randy resides in Nashville, Tennessee with his wife and two children.

As Associate Project Designer for Farmer|Morgan, LLC, Will Hargrove has experience in private and public sector landscape and urban design, regional and urban planning, and construction management / inspection.

Mr. Hargrove specializes in urban design and planning for small to medium municipalities, managing complex construction budgets, and graphic design, layout, and editing of final document deliverables. He has extensive experience managing federally and state funded planning and design projects in Tennessee and Alabama, including

coordinating permitting and administrative project duties. Mr. Hargrove has contributed to various project types including Redevelopment Plans, Landscape Master Plans, Business Plans, Management Plans, Feasibility Studies, Greenway Design and Planning, Streetscape Design, and Residential Landscape Architecture. He has also contributed to the grant development and administration of multiple community development projects funded by various state and federal agencies, such as USDOT/TIGER, TDEC/LPRF (Local Parks & Recreation), TDEC/RTP (Recreational Trails Program), TDOT/Multimodal Access Grant, TDOT/TAP (Transportation Alternatives Program), and ARC (Appalachian Regional Commission). He holds numerous certifications in Construction, Engineering, and Inspections (CEI) from the Tennessee Department of Environment and Conservation (TDEC) and the Tennessee Department of Transportation (TDOT). Mr. Hargrove received his Master of Landscape Architecture from Auburn University and is a member of the Sigma Lambda Alpha Landscape Architecture Honor Society and the American Society of Landscape Architects. Mr. Hargrove resides in Nashville, Tennessee with his wife, Maggie.

Jo Beth Gleason holds master's degrees in Landscape Architecture from Auburn University and Political Science from University of Alabama Huntsville. This diverse background has allowed her to work at a variety of scales, from large-scale regional planning projects, community and district-wide plans to small-scale urban design, streetscaping and site plans for both public and private sector clients. Before working at Farmer-Morgan, Jo Beth was an Associate Planner at the Top of Alabama Regional Council of Governments, where she was project manager on a number of economic development and community planning projects across North Alabama. She has also worked at architecture firms in the Huntsville and Birmingham area where she assisted with various built projects ranging from residential, commercial, and municipal design projects, including historic rehabs, HUD Affordable Housing design, streetscape improvement projects, and the Railroad Park project in downtown Birmingham. Jo Beth has knowledge and experience in downtown revitalization, comprehensive and community planning, environmental design and construction (including design-build residential and neighborhood green infrastructure/stormwater and wastewater management systems), streetscape and urban design projects, as well as design construction documents for grading, landscape, and site plans, floor plans and elevations, and digital and hand-drawn renderings for commercial and residential clients. Jo Beth holds affiliations with the American Society of Landscape Architects (ASLA), the American Planning Association (APA), the MLA Advisory Board for Auburn University, and the Phi Kappa Phi National Honor Society. Jo Beth resides in Huntsville, Alabama with her husband and son.

James Nyquist holds a Bachelor of Science in Civil Engineering from University of Kentucky and a Master of Business Administration from University of Kentucky Gatton College of Business and Economics. He is a licensed Professional Engineer in the states of Alabama and Kentucky. As project engineer and project manager on many large-scale industrial and infrastructure projects in Tennessee, Kentucky, and North Carolina, James brings a comprehensive perspective to the design and construction process, seeing the project through from plans to implementation. He has coordinated activities between design, subcontractors, and site teams on a number of projects for hospital facilities and manufacturing headquarters, working with the owner and design team through the design process. He has managed large teams to complete site work, architectural, structural, and mechanical, electrical, and plumbing, as well as managing change order estimates, budget and scheduling, and preparing bid packages for project buyout. James lives in Nashville, Tennessee with his wife and two children.

Scott Strength joined Farmer | Morgan in August of 2017 as a Construction Manager/Inspector. Scott is a graduate of the Building Science (BSCI) program in the CADC at Auburn University with a Bachelors in Building Construction. Scott also studied Construction Engineering at the University of Alabama, Tuscaloosa, where he received the Capstone Engineering Scholarship in 2011. Scott has advanced knowledge of construction management processes, means and methods as well as conducting inspection and material acceptance testing. Mr. Strength understands all facets of the construction process and has an expert knowledge of building products, construction details and relevant rules, regulations and quality standards. Scott is proficient in construction management software packages and the integration of CAD software into construction estimating and modeling

that informs client decisions. Scott has project management experience working on projects in the Alabama and Tennessee area. Scott is a member of Sigma Alpha Lambda National Honor Society. Scott lives in Pikeville, Tennessee.

Qualifications

The firm employees carry multiple professional association designations as well as State of Tennessee certifications related to Construction Site Inspection, Materials Testing, TDEC Level 1 and Level 2 as well as OSHA and Title VI training.

CLOSING REMARKS

Farmer | Morgan appreciates the opportunity to propose our services to you. Should you have any questions after reviewing this letter of interest or if we may be of additional service, please do not hesitate to contact us at your convenience.

Very truly yours,

Benjamin Farmer, ASLA, AICP

Principal-Managing Partner

Farmer | Morgan, L.L.C.

TN. GC: 0064917

423-447-2529; O

334-444-2893; M

480-393-5718; F

bfarmer@farmermorgan.com

10. CONSIDERATION OF A PROFESSIONAL SERVICE AGREEMENT WITH DALHOFF THOMAS STUDIO FOR THE STARKVILLE PARK AND RECREATION MASTER PLAN IMPLEMENTATION WORK.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the mayor to sign the agreement for the scope of services as proposed by Dalhoff-Thomas in the site improvement plan at a cost of \$45,000 to be paid from capital improvement (2%) park funds” is enumerated, this consent item is thereby approved.

RE: STARKVILLE SPORTSPLEX AND MCKEE PARK SITE IMPROVEMENT PLAN STARKVILLE, MISSISSIPPI

We appreciate the opportunity to continue as part of your Design Team for the City of Starkville parks improvements, and to submit this proposal to provide the following professional Scope of Services for the above-mentioned parks. Dalhoff Thomas design studio can provide a full range of planning and design services needed to complete the proposed tasks of this proposal.

The distinct phases and components of our services for this Project have been delineated so that we both understand the Scope of Services to be provided, along with the cost for those services. Dalhoff Thomas design studio can perform all components of this proposal (unless noted), and if other services are requested, a cost for those additional services can be provided at the time requested.

Planning and design services are lump sum based for the Scope of Services indicated. This proposal does include expenses such as printing, copying, travel time and expenses, and delivery services.

SCOPE OF SERVICES

PHASE I – PRE-PLANNING

The preparation of Base Mapping will provide an in-depth inventory of the property and surrounding area, allowing Dalhoff Thomas to properly analyze the subject properties, build upon the City's Site Programming, and prepare for Conceptual Site Improvement Plans. Pre-Planning Base Map line work will include Site Survey information and any available linework from governmental sources.

A. SITE SURVEY & PLANNING EXHIBIT (City of Starkville Properties only)

Provided by Neel-Schaffer

- a. Property Boundary
- Structures & Man-Made Features
- Sidewalks & Plaza Areas
- Fencing
- Lighting
- Buildings
- Parking Areas
- Identifiable Utilities
- Rights-of-way and Edge-of-pavement
- Other Identified Elements, as needed

BASE MAPPING

- Aerial Background
- Site Boundaries
- Existing Utilities, Infrastructure & Easements (if available)
- Existing Vehicular Circulation
- Existing Pedestrian Circulation
- Existing Recreational Facilities & Elements

SITE INVENTORY & ANALYSIS

The site and surrounding properties will be analyzed from inventory compiled during the Comprehensive Master Planning process and from Base Mapping to help determine the best location and arrangement of recreational facilities and elements, circulation, etc. as Conceptual Site Improvement Plans are developed.

- Inventory Existing Features
- On-Site Features
- Off-Site Features
- Site Photography
- Elements of Environmental Impact
- Site Analysis
- Development Constraints
- Development Opportunities

PROGRAMMING

The Programming phase establishes an outline of recreational facilities and elements, circulation elements, and other identified uses and elements that will be implemented as the Conceptual Site Improvement Plan is developed. This Phase will be a collaboration effort amongst the Design Team and the City of Starkville staff, and will be based on in large part the Comprehensive Master Plan.

- Recreational Uses
- Athletic Fields
- Youth Baseball

Youth Softball
Adult Softball
Youth Football
Youth Soccer
Other
Vehicular Circulation
Points of Access
Access Drives
Parking
Pedestrian Circulation
Points of Access
Spectator Areas
Trails & Greenways
Other Identified Uses and Elements of Importance

PHASE II – CONCEPTUAL SITE IMPROVEMENT PLAN

The Conceptual Site Improvement Plan Phase will produce a series of conceptual illustrations in accordance with the information and findings of the Site Inventory and Analysis, Development Programming, Comprehensive Master Plan, and Character Imaging.

CONCEPTUAL SITE IMPROVEMENT PLAN

Recreational Uses
Athletic Fields
Youth Baseball
Youth Softball
Adult Softball
Youth Football
Youth Soccer
Other
Vehicular Circulation
Points of Access
Access Drives
Parking
Pedestrian Circulation
Points of Access
Spectator Areas
Trails & Greenways
Other Identified Uses and Elements of Importance

PHASE III – SITE IMPROVEMENT PLAN

The Site Improvement Plan will produce a refined and rendered electronic graphic illustration of recreational uses, structures, vehicular and pedestrian circulation networks, and other uses identified throughout Phases I and II. This Plan document will be a reproducible color document. The Site Improvement Plan will be set up to be used as a transition to Construction Documentation.

SITE IMPROVEMENT PLAN DOCUMENT

Recreational Uses

Athletic Fields
 Youth Baseball
 Youth Softball
 Adult Softball
 Youth Football
 Youth Soccer
 Other
 Vehicular Circulation
 Points of Access
 Access Drives
 Parking
 Pedestrian Circulation
 Points of Access
 Spectator Areas
 iii. Trails & Greenways
 Other Identified Uses and Elements of Importance
 Identified Improvement Options

PHASE IV – PRELIMINARY COST ESTIMATE

A cost estimate will be prepared by that will include construction costs for the improvements recommended within the Site Improvement Plan.

COST FOR SCOPE OF SERVICES

PHASE – PRE-PLANNING

SITE SURVEY
 BASE MAPPING
 SITE INVENTORY & ANALYSIS
 PROGRAMMING

PHASE II – CONCEPTUAL SITE IMPROVEMENT PLAN

COLLABORATIVE DESIGN CHARRETTE
 CONCEPTUAL SITE IMPROVEMENT PLAN

PHASE III – SITE IMPROVEMENT PLAN

SITE IMPROVEMENT PLAN ILLUSTRATION

PHASE IV – PRELIMINARY COST ESTIMATE

DALHOFF THOMAS DESIGN STUDIO - COST FOR SERVICES	\$ 26,500.00
* SITE SURVEY (NEEL-SCHAFER)	\$ 19,000.00
<i>* Site Survey is a maximum, not-to-exceed cost. Neel-Schaffer will perform services on an hourly basis and will only bill for the man-hours accrued during Site Survey work.</i>	
TOTAL COST FOR SERVICES	\$ 45,500.00

OPTIONAL ADDITIONAL SERVICE:

PERSPECTIVE 3D RENDERINGS.....	\$ 5,200.00
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The Perspective 3D Renderings (3 images) would provide the City of Starkville with high-quality marketing material for the proposed Site Improvement Plans. The Renderings would be computer-generated and would provide a visual representation for citizens, visitors, and prospective tournament attendees. If added, Total Cost for Services would be \$ 50,700.00.

THIS SCOPE OF SERVICES DOES NOT INCLUDE:

Architectural Services

Civil Engineering Services

Traffic Impact Study

DALHOFF THOMAS design studio hourly rates are as follows:

Environmental Study

Construction Documents & Specifications

Economic Impact Study

Utility Impact Study

Principal	\$ 170.00
Planner/Landscape Architect III	\$ 110.00
Planner/Landscape Architect II	\$ 100.00
Planner/Landscape Architect I	\$ 80.00
Designer.....	\$ 70.00

Hourly rates are subject to change with a thirty (30) day prior notice

It is recognized that you may request additional services and if so desired, additional cost can be mutually agreed upon at the time requested.

We will bill you monthly until completion of the project (or upon completion of the project). Payment is due by the 15th of each month. Interest in the amount of 1.5% per month on the outstanding balances (18% per annum) will be assessed the contracting party after the payment due date. Payments to *Dalhoff Thomas design studio* by the Client are expected monthly and are not connected to property purchases, loan approvals, or project approvals of any kind. All persons and companies addressed in this proposal are recognized as the contracting party and are liable for any outstanding balances. In the event of breach or non-payment, the contracting party agrees to pay reasonable expenses of enforcement including attorney fees and costs. Venue for enforcement of this Agreement shall be in Shelby County, Tennessee.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, *Dalhoff Thomas design studio* will be paid for all services rendered to the date of termination and all reimbursable expenses.

The fees shown in this proposal are based on the Owner and/or Client agreeing to limit the Professional's liability for all planning services to the Owner and/or Client, all construction contractors, and subcontractors on the project, due to any Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

The parties hereto agree that *Dalhoff Thomas design studio* will be held harmless from any claims existing and future that may come from the use of any information including Boundary and Topographic Survey furnished to *Dalhoff Thomas design studio* by the Owner or others.

This proposal represents the entire understanding between you "Contracting Party" and us "Dalhoff Thomas design studio" in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this copy of the Proposal Agreement in the space provided below and returning it to *Dalhoff Thomas design studio*.

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

Dalhoff Thomas design studio

Dean Thomas, PLA Mike Hammond, PLA

Principal, Landscape Architect Senior Associate, Landscape Architect

11. CONSIDERATION OF APPROVAL OF THE KEESLING AIRCRAFT RENTAL AND TRAINING, LLC FLIGHT SCHOOL AGREEMENT FOR FLIGHT SCHOOL TRAINING AT GEORGE M. BRYAN FIELD, STARKVILLE MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the Keesling Aircraft Rental and Training, LLC Flight School Agreement for Flight School Training at George M. Bryan Field, Starkville MS " is enumerated, this consent item is thereby approved.

STARKVILLE MUNICIPAL AIRPORT

GEORGE M. BRYAN FIELD

Keesling Aircraft Rental and Training, LLC Agreement

This agreement is entered into this the 19th day of July, 2017 by and between Starkville Municipal Airport, George M. Bryan Field, ("Lessor"), established pursuant to "Municipal Airport Law," Mississippi Codes 61-5-1 through 61-5-49, and owned and operated by the City of Starkville, Mississippi, and Keesling Aircraft Rental and Training, LLC ("Lessee"), for the purpose of the Lessee establishing and operating a Flight Training business.

In addition the parties agree to the following:

1. Lessor leases to Lessee a part of Starkville Municipal Airport on George M. Bryan Field, consisting of designated office and training spaces therein and use of one tie down space on the ramp as designated for Lessee's owned or controlled aircraft utilized exclusively for Lessee's flight training business. Lessee agrees to pay Lessor on or before the tenth (10th) of each month the sum of \$50.00 per month in return for the designated office and training spaces therein and one tie down space on the ramp to support an Aircraft Rental and Flight Training business at George M. Bryan Field. A report must be attached with each monthly payment listing each part time and full time employee of Lessee including their hire and/or termination date, title, responsibilities and duties.
2. A sketch attached hereto as "Exhibit A," and made a part hereof, shows all property described under this lease. Lessor and Lessee understand that this agreement does not grant an exclusive right to Lessee for any services described herein. Other areas of George M. Bryan Field are available on an equal basis to other qualified Flight Training businesses.
3. This lease is for a term of twelve (12) months, commencing on July 19, 2017 and terminating on July 18, 2018, with a yearly option to renew on terms agreeable to the parties.
4. Lessor leases said premises to Lessee solely for Lessee's use and purpose of conducting the business of "Flight Training" as described in the "Minimum Standards" for Fixed Base Operators as adopted by the City of Starkville on or about March 1, 2016, a copy of which is attached hereto as "Exhibit B."
5. Lessee agrees to operate the leased premises for the use and benefit of the public and furnish all services on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair and reasonable prices for each unit or service. Lessee shall file a list of all aircraft rental and flight training rates charged with Lessor and keep said file updated at such time a change is made. All services offered by the Lessee shall be performed with promptness and courtesy. Notwithstanding anything to the contrary, nothing contained herein shall be construed to authorize the granting of exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act of 1968, as amended. Lessee further agrees to keep the leased premises in a neat and orderly manner, free of offensive or dangerous materials and conditions.
6. Lessee shall be responsible for its actions and the actions of its employees, agents and/or representatives. Lessee shall assume the defense, hold harmless, and fully indemnify Lessor, and the City of Starkville, Mississippi, from any and all claims, suits, judgements, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to Lessee's use of the leased

premises. This indemnification provision shall survive the termination of this lease agreement. However, Lessee will not be responsible for the negligence of Lessor, its employees, agents, and/or representatives.

7. Lessee shall, at its sole expense, maintain and keep proof on file with the lessor the following insurance: public general liability with minimum limits of \$1,000,000; statutory limits for workers compensation (if applicable); employers liability with minimum limits of \$1,000,000; commercial general liability with minimum limits of \$1,000,000; personal injury and/or death with minimum limits of \$1,000,000; medical coverage with minimum limits of \$ 100,000 per person; and fire liability with minimum limits of \$1,000,000. All such insurance shall be issued by a carrier that is licensed to do business in the State of Mississippi and shall name Lessor and the City of Starkville, Mississippi as additional insureds on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Lessor and City of Starkville, Mississippi. Proof of such insurance shall be presented to Lessor and the City of Starkville, Mississippi prior to execution of this lease, as an express condition and requirement of it. Such insurance shall not be cancelled without at least thirty (30) days written notice thereof being given to Lessor. Cancellation of any of the required insurance under this lease provides grounds for the Lessor to immediately cancel and revoke this lease.
8. Lessor agrees that Lessee shall have the right to subcontract or assign the whole or any part of Lessee's rights and privileges under this lease by providing ninety (90) day prior written request to Lessor of such agreement or subcontract and receiving written approval from Lessor prior to such assignment or subcontract. Lessor reserves the right to reject any such assignment or subcontract for any reason or no reason. Lessee expressly understands and agrees that the subcontracting or assigning of any or all of Lessee's rights and privileges under this lease shall in no way relieve Lessee of any obligation, responsibility or liability imposed by this lease unless so agreed to in writing by Lessor.
9. In the event that any terms of this lease conflict with any conditions, restrictions, rules, or regulations promulgated or contracted by the United States Government or any department or agency thereof having jurisdiction over said airport, or by the Aeronautics Division of the Mississippi Department of Transportation, such conditions, restrictions, rules or regulations of these governments or governmental agencies shall control.
10. The Lessee, for itself, its members, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; and (b) that Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federal-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights act of 1964, and as said regulations may be amended.
11. Lessee expressly agrees that: (a) it is an independent contractor and is not an agent, employee, or representative of Lessor or the City Of Starkville, Mississippi; (b) that neither the individual members of the Starkville/Oktibbeha County Airport Board, nor Airport Manager, nor the Mayor and Board of Aldermen of the City of Starkville, nor the Oktibbeha County Board of Supervisors, shall be charged personally with any liability under any covenant of this lease or because of any breach thereof.
12. Lessor and Lessee agree and understand that notwithstanding any of the foregoing terms and conditions of this lease, that Lessor or Lessee shall have the absolute right to terminate this lease upon ninety (90) days written notice to the other party.

13. This lease constitutes the entire agreement between the parties hereto. Representations or statements not contained herein shall be valid only if in writing, as an addendum to this agreement and signed by all parties.
14. This agreement shall be construed according to the laws of the State of Mississippi, the venue and jurisdiction of any action to enforce or construe this agreement shall be vested exclusively in the State courts of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Eastern Division, as the case may be.
15. Should Lessee desire to make modifications at Lessee's expense to any leased property, all plans and plan specifications for the modifications must be approved in writing before any modifications are started by Lessee. Neither the Lessor, nor the City of Starkville, Mississippi, shall not be liable for payment of any cost or expense incurred or the quality of any workmanship or materials acquired as a result of any modifications. The Lessee agrees to indemnify and hold Lessor, and the City of Starkville, Mississippi, harmless from any and all liabilities, damages, and/or penalties and any costs, expense, or claims of any kind or nature including, but not limited to attorney's fees, arising out any modifications, and said indemnification shall apply to injury or damage to persons or property. No modification is allowed that will diminish the value of any Lessor owned property or equipment. All modifications made by Lessee or any of its Sub-lessees shall be and become the property of the Lessor upon installation. However, Lessee will not be responsible for the negligence of Lessor, its employees, agents, and/or representatives.

Starkville Municipal Airport, George M. Bryan, ("Lessor")

By: _____ (Print Name)

Its: _____

Keesling Aircraft Rental and Training, LLC ("Lessee")

By: Roger Keesling (Print Name)

Its: Owner

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 Ben Carver moved and Alderman David Little 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: <u>aye</u>
Alderman David Little	voted: <u>aye</u>
Alderman Scott Maynard	voted: <u>aye</u>

Alderman Roy A.' Perkins

voted: aye

Alderman Jason Walker

voted: aye

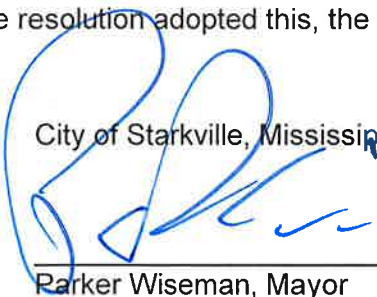
Alderman Lisa Wynn

voted: aye

Alderman Henry Vaughn, Sr.

voted: aye

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



←
NORTH
SCALE: NTS

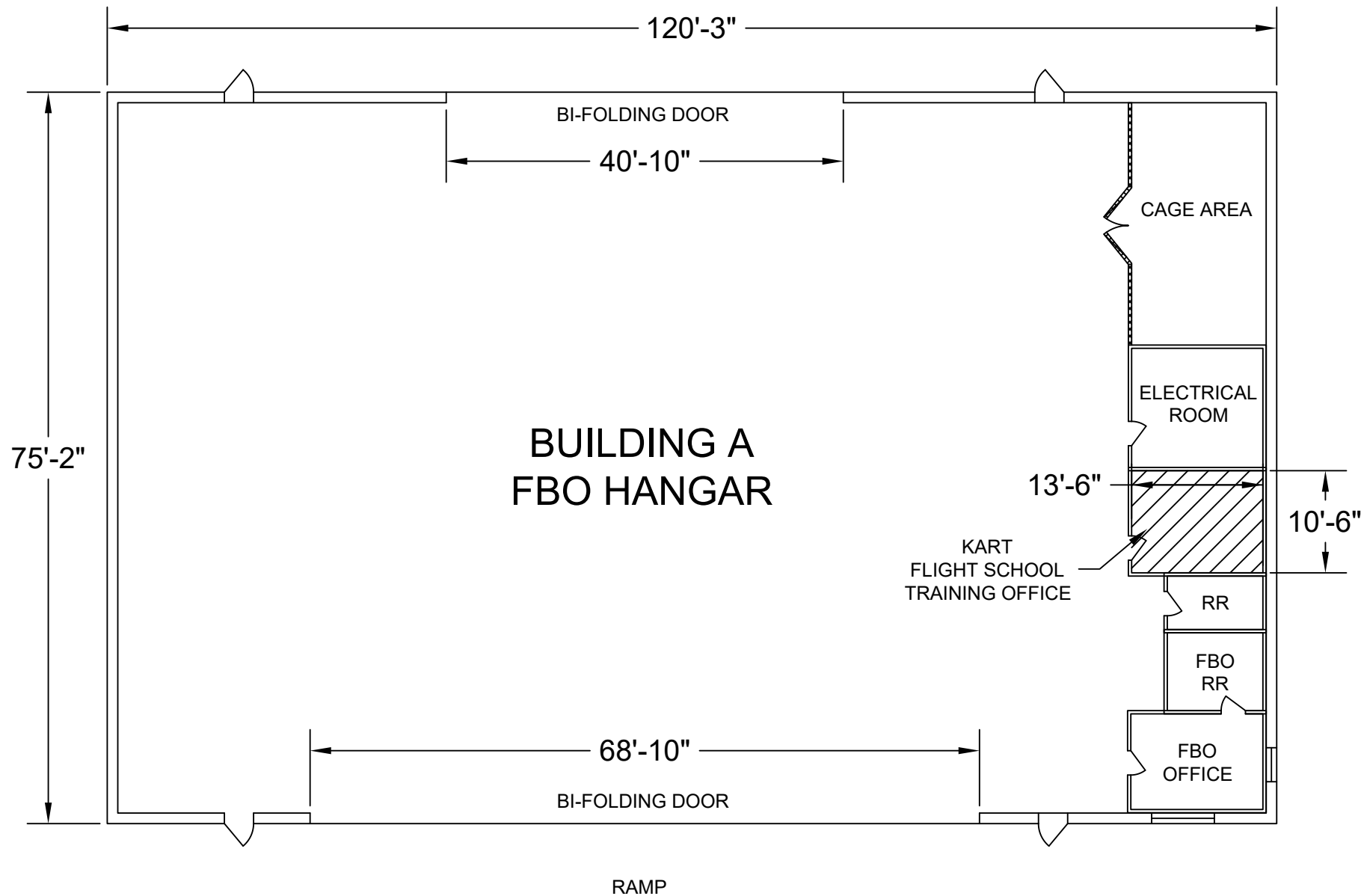


EXHIBIT A

Revised CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 9/18/2017

CERTIFICATE HOLDER:

Starkville Municipal Airport/George M. Bryan Field and
City of Starkville, MS
P.O. Box 1424
Starkville, MS 39760

POLICY HOLDER:

Keesling Aircraft Rental and Training, LLC
216 Robin Drive
Starkville, MS 39759

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: CGL – Airport Premises Liability

Insurance Company: U. S. Specialty Insurance Co.

Policy Number: AP2000479-00

Policy Period: 12/29/2016 to 12/29/2017

Airport Premises Liability –

Combined Single Limit Bodily Injury and Property Damage \$1,000,000 Each Occurrence / \$2,000,000 Aggregate

On Premises Auto Liability \$1,000,000 Each Occurrence

Contractual Liability \$1,000,000 Each Occurrence

Personal and Advertising Injury Liability \$1,000,000 Each Occurrence

Fire Legal Liability \$100,000 Each Occurrence

Medical Expense \$10,000 Per Person

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

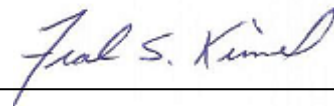
Additional Insured - Starkville Municipal Airport/George M. Bryan Field and City of Starkville, MS are included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

Waiver of Subrogation - The Insurance Company has agreed to waive its' rights of subrogation against Starkville Municipal Airport/George M. Bryan Field and City of Starkville, MS but solely with respect to operations of the Named Insured.

Insurance is Primary and Non-Contributory.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE **30 DAYS WRITTEN NOTICE** TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.



Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611

Authorized Signature

12. CONSIDERATION OF THE CIRCLE S FLIGHT TRAINING AGREEMENT AT GEORGE M. BRYAN FIELD, STARKVILLE MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the Circle S Flight Training Agreement at George M. Bryan Field, Starkville MS” is enumerated, this consent item is thereby approved.

STARKVILLE MUNICIPAL AIRPORT

GEORGE M. BRYAN FIELD

Circle S Aviation, LLC Agreement

This agreement is entered into this the ____ day of _____, _____ by and between Starkville Municipal Airport, George M. Bryan Field, ("Lessor"), established pursuant to "Municipal Airport Law," Mississippi Codes 61-5-1 through 61-5-49, and owned and operated by the City of Starkville, Mississippi, and Circle S Aviation, LLC ("Lessee"), for the purpose of the Lessee establishing and operating a Flight Training business.

In addition, the parties agree to the following:

1. Lessee agrees to have on file and update as necessary a listing of each part time and full-time employee of Lessee including their hire and/or termination date, title, responsibilities and duties.
2. Lessor and Lessee understand that this agreement does not grant an exclusive right to Lessee for any services described herein. Unrestricted areas of George M. Bryan Field are available on an equal basis to all qualified and approved Flight Training businesses.
3. This lease is for a term of twelve (12) months, commencing on _____, _____ and terminating on _____, _____, with a yearly option to renew on terms agreeable to the parties.
4. Lessor agrees to conduct the business of "Flight Training" as described in the "Minimum Standards" for Fixed Base Operators as adopted by the City of Starkville on or about March 1, 2016, a copy of which is attached hereto as "Exhibit A."
5. Lessee agrees to operate a business for the use and benefit of the public and furnish all services on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair and reasonable prices for each unit or service. Lessee shall file a list of all aircraft rental and flight training rates charged with Lessor and keep said file updated at such time a change is made. All services offered by the Lessee shall be performed with promptness and courtesy. Notwithstanding anything to the contrary, nothing contained herein shall be construed to authorize the granting of exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act of 1968, as amended. Lessee further agrees to keep the leased premises in a neat and orderly manner, free of offensive or dangerous materials and conditions.
6. Due to the fact that no training facilities are currently available at the commencement time of this agreement and until permanent facilities are available, the Lessee is hereby granted permission, at the Lessee's expense, to set up a portable building, up to 500 sq ft, (solely for training purposes) on the South West end of the automobile parking lot on paved ground (as shown in Exhibit B). The Lessee is responsible for the required electrical power and internet connection including the setup fees and monthly fees. Water and sewage connections are the responsibility of Lessee and are not included in this lease. Proper anchoring and skirting are required. The portable building shall be handicapped accessible. A Ground Lease fee of \$15.00 per month paid to the Airport by the 10th of each month shall apply. The Lessee may pay any amount up to a year in advance, with no discount. The Lessee, employees and customers shall have access to the restrooms, break room and trash containers in the Terminal Building, on George M. Bryan Field. If this Lease Agreement shall for any reason become terminated, the Lessee shall remove the portable building and all supporting connections at the Lessee's

expense within 30 days of the termination date and return the leased area to original conditions.

7. Lessee shall be responsible for its actions and the actions of its employees, agents and/or representatives. Lessee shall assume the defense, hold harmless, and fully indemnify Lessor, and the City of Starkville and its officers, agents, and employees, from any and all claims, suits, judgements, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to Lessee's use of the leased premises. This indemnification provision shall survive the termination of this lease agreement.
8. Lessee shall, at its sole expense, maintain and keep proof on file with the Lessor the following insurance: public general liability with minimum limits of \$1,000,000; statutory limits for workers compensation (if applicable); employers liability with minimum limits of \$1,000,000; commercial general liability with minimum limits of \$1,000,000; personal injury and/or death with minimum limits of \$1,000,000; medical coverage with minimum limits of \$10,000 per person; and fire liability with minimum limits of \$100,000. All such insurance shall be issued by a carrier that is licensed to do business in the State of Mississippi and shall name Lessor and the City of Starkville, Mississippi as additional insureds on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Lessor and City of Starkville, Mississippi. Proof of such insurance shall be presented to Lessor and the City of Starkville, Mississippi prior to execution of this lease, as an express condition and requirement of it. Such insurance shall not be cancelled without at least thirty (30) days written notice thereof being given to Lessor. Cancellation of any of the required insurance under this lease provides grounds for the Lessor to immediately cancel and revoke this lease.
9. Lessor agrees that Lessee shall have the right to subcontract or assign the whole or any part of Lessee's rights and privileges under this lease by providing ninety (90) day prior written request to Lessor of such agreement or subcontract and receiving written approval from Lessor prior to such assignment or subcontract. Lessor reserves the right to reject any such assignment or subcontract for any reason or no reason. Lessee expressly understands and agrees that the subcontracting or assigning of any or all of Lessee's rights and privileges under this lease shall in no way relieve Lessee of any obligation, responsibility or liability imposed by this lease unless so agreed to in writing by Lessor.
10. In the event that any terms of this lease conflict with any conditions, restrictions, rules, or regulations promulgated or contracted by the United States Government or any department or agency thereof having jurisdiction over said airport, or by the Aeronautics Division of the Mississippi Department of Transportation, such conditions, restrictions, rules or regulations of these governments or governmental agencies shall control.
11. The Lessee, for itself, its members, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; and (b) that Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federal-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights act of 1964, and as said regulations may be amended.
12. Lessee expressly agrees that: (a) it is an independent contractor and is not an agent, employee, or representative of Lessor or the City Of Starkville, Mississippi; (b) that neither the individual members of the Starkville/Oktibbeha County Airport Board, nor

Airport Manager, nor the Mayor and Board of Aldermen of the City of Starkville, nor the Oktibbeha County Board of Supervisors, shall be charged personally with any liability under any covenant of this lease or because of any breach thereof.

13. Lessor and Lessee agree and understand that notwithstanding any of the foregoing terms and conditions of this lease, that Lessor or Lessee shall have the absolute right to terminate this lease upon ninety (90) days written notice to the other party.
14. This lease constitutes the entire agreement between the parties hereto. Representations or statements not contained herein shall be valid only if in writing, as an addendum to this agreement and signed by all parties.
15. This agreement shall be construed according to the laws of the State of Mississippi, the venue and jurisdiction of any action to enforce or construe this agreement shall be vested exclusively in the State courts of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, as the case may be.
16. Should Lessee desire to make modifications at Lessee's expense to any leased property, all plans and plan specifications for the modifications must be approved in writing before any modifications are started by Lessee. The Lessor shall not be liable for payment of any cost or expense incurred or the quality of any workmanship or materials acquired as a result of any modifications. The Lessee agrees to indemnify and hold Lessor, and the City of Starkville and its officers, agents, and employees, harmless from any and all liabilities, damages, and/or penalties and any costs, expense, or claims of any kind or nature including, but not limited to attorney's fees, arising out any modifications, and said indemnification shall apply to injury or damage to persons or property. No modification is allowed that will diminish the value of any Lessor owned property or equipment. All modifications made by Lessee or any of its Sub-lessees shall be and become the property of the Lessor upon installation.

Starkville Municipal Airport, George M. Bryan, ("Lessor")

By: _____ (Print Name)

Its: _____

Circle S Aviation, LLC ("Lessee")

By: _____ (Print Name)

Its: _____

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 Ben Carver moved and Alderman David Little 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: aye

Alderman David Little

voted: aye

Alderman Scott Maynard

voted: aye

Alderman Roy A.' Perkins

voted: aye

Alderman Jason Walker

voted: aye

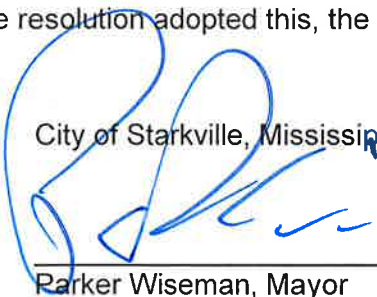
Alderman Lisa Wynn

voted: aye

Alderman Henry Vaughn, Sr.

voted: aye

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



CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 9/19/17

CERTIFICATE HOLDER:

Starkville Municipal Airport/George M. Bryan Field and
City of Starkville, MS
P.O. Box 1424
Starkville, MS 39760

POLICY HOLDER:

Circle S Aviation, LLC
904 Jordan Lane
Starkville, MS 39759

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: CGL – Airport Premises Liability

Insurance Company: U. S. Specialty Insurance Co.

Policy Number: TBA – 909575-1

Policy Period: Proposed Date – 9/20/17 – 9/20/18

Airport Premises Liability – Combined Single Limit Bodily Injury and Property Damage

Limits - \$1,000,000 Each Occurrence / \$2,000,000 Agg

Personal and Advertising Injury Liability

Limits - \$1,000,000 Each Occurrence

Contractual Liability

Limits - \$1,000,000 Each Occurrence

On Premises Auto Liability

Limits - \$1,000,000 Each Occurrence

Fire Legal Liability

Limits - \$100,000 Each Occurrence

Medical Expense

Limits - \$10,000 Per Person

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Starkville Municipal Airport/George M. Bryan Field and City of Starkville, MS are included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

Waiver of Subrogation - The Insurance Company has agreed to waive its' rights of subrogation against Starkville Municipal Airport/George M. Bryan Field and City of Starkville, MS but solely with respect to operations of the Named Insured.

Insurance is Primary and Non-Contributory.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE **30 DAYS WRITTEN NOTICE** TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611

Authorized Signature

13. CONSIDERATION OF ONE CANDIDATE, ARIELLE STALLINGS, THE SOLE APPLICANT, FOR POTENTIAL APPOINTMENT FOR A VACANCY IN THE KEEP STARKVILLE BEAUTIFUL COMMITTEE.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of appointing Arielle Stallings, the sole applicant, to the Keep Starkville Beautiful Committee with a three-year term to begin on October 4, 2017” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF ONE CANDIDATE, PETER SUMMERLIN, THE SOLE APPLICANT, FOR POTENTIAL APPOINTMENT FOR THE VACANCY ON THE STARKVILLE TREE ADVISORY BOARD.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the appointment of Peter Summerlin, the sole applicant, to the Starkville Tree Advisory Board for a four year term to begin on October 4, 2017 and expire October 4, 2021” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVAL OF SUPPLEMENTAL AGREEMENT #3 FOR THE LOUISVILLE STREET PEDESTRIAN IMPROVEMENT PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the Supplemental Agreement #3 for the Louisville Street Pedestrian Improvement Project and authorization for the mayor to execute the agreement” is enumerated, this consent item is thereby approved.

Volkert Inc. is wrapping up the final design for the Louisville Street Pedestrian Project. During the detailed design process, it was determined that a pedestrian crossing at the Academy Road intersection would be very useful and beneficial for the project. This would provide a safe pedestrian route for residents to the east side of Louisville Street thereby providing access to Dollar General and other businesses. MDOT is requiring a pedestrian signal improvement at this intersection to accompany the crosswalk. The proposed supplemental agreement would include the detailed design for that pedestrian crossing. It was not included in the original scope and something that was added during the design process.

Between the
City of Starkville
And
Volkert, Inc.

SUPPLEMENTAL AGREEMENT NO. 3

Louisville Street Pedestrian Improvements
Oktibbeha County
STP-7107-00(004)LPA/107116-701000

WHEREAS, **Volkert, Inc.** (the CONSULTANT) entered into the Engineering Services Contract with the City of Starkville (the LPA) on the **2nd day of December, 2015,** to perform **engineering design of**

approximately 5,385 linear feet of 10'-wide concrete multi-use path along the west side of Louisville Street between Lynn Lane and Emerson Family School, as provided for in Project No. **STP-7107-00(004)LPA/107116-701000** (the PROJECT) in **Oktibbeha County**; and,

WHEREAS, the CONSULTANT has been requested to provide **the design for a pedestrian signal at the intersection of Louisville Street and Academy Road** which was not part of the original scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$5,939.73**

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include: **the design for a pedestrian signal at the intersection of Louisville Street and Academy Road**

The Maximum Allowable Cost shall be amended to add the sum of **\$5,939.73** so the revised total Maximum Allowable Contract Cost is **\$75,520.67**. The revised total Fixed Fee shall be **\$6,233.82**. The new Maximum Allowable Cost is delineated below in the Fee and Expense Schedule.

Fees and Expenses Schedule:

	Labor	Direct Cost	Fixed Fee	FCCM	Subconsultants	Phase Total
Original	\$29,888.90	\$4,111.50	\$3,586.67	\$59.30	\$10,651.49	\$48,297.86
SA #1	\$4,456.69	\$830.00	\$534.80	\$8.84	\$1,643.37	\$7,473.70
SA #2	\$12,308.89	\$0	\$1,477.07	\$23.42	\$0	\$13,809.38
SA #3	\$3,242.77	\$0	\$635.28	\$10.46	\$0	\$5,939.73
Totals	\$49,897.25	\$4,941.60	\$6,233.82	\$102.02	\$12,294.86	\$75,520.67

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

16. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 27, 2017 FOR FISCAL YEAR ENDING 9/30/17.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the City of Starkville Claims Docket for all departments as of September 27, 2017 for fiscal year ending 9/30/17, acknowledging that the City Clerk has attested and certified on the record, to be placed in the Minutes of this meeting, that all claims on the docket are true, accurate, lawful, and proper for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21 to

the best of her knowledge” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 334,157.44
Restricted Police Fund	002	
Airport Fund	015	25,458.80
Restricted Airport Fund	016	
Sanitation	022	23,121.26
Landfill	023	1,889.57
Park and Recreation	375	27,393.34
Trust & Agency	610	13,337.95
Economic Dev, Tourism & Conv	630	70,891.03
Sub Total Before Utilities		\$ 496,249.39
Utilities Dept.	SED	690,555.18
Total Claims	Total	\$ 1,186,804.57

17. CONSIDERATION OF APPROVAL OF CITY CLERK / CFO LESA HARDIN TO ATTEND THE 2017 MASTER MUNICIPAL CLERK SESSION TO BE HELD OCTOBER 4 – 6 AT MSU AT A COST OF \$100.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval for City Clerk / CFO Lesa Hardin to attend the 2017 Master Municipal Clerk and Committee Session to be held October 4 – 6 at MSU with a cost not to exceed \$100” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF APPROVAL OF BUDGET AMENDMENTS FOR FY 2017.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of budget amendments for FY 17” is enumerated, this consent item is thereby approved.

October 3, 2017			
<i>Budget Amendments for Fiscal Year ending September 30 , 2017</i>			
Account #	Description	Debit	Credit
001-000-220-018	Priv License Revenue		15,000.00
001-000-222-020	Building Permits		15,000.00
001-000-230-030	MDA / Fire Station Park		4,038.00
001-000-251-027	State Homestead Reimburse		12,000.00
001-000-237-045	4 County Grant		5,900.00
001-000-246-054	Safe Routes to School Grant		6,674.00
001-000-260-080	2% Sales Tax Revenue		10,000.00
001-000-260-082	Sales Tax Revenue		200,000.00

001-000-330-182	Traffic and Court Fines	150,000.00	
001-000-330-174	Wireless Comm / DPS Coll		31,000.00
001-000-354-615	Misc Reimbursements		43,450.00
001-000-354-612	Misc Revenue - General	43,425.00	
001-000-358-710	Misc Revenue – Park		10,000.00
001-000-358-705	Park Fees & Registration		50,000.00
001-100-610-350	Travel – Board of Aldermen		2,500.00
001-110-450-125	Court Overtime	2,500.00	
001-110-501-200	Court Supplies		1,000.00
001-110-610-350	Court Travel		1,000.00
001-110-918-810	Court Software		20,000.00
001-123-918-805	IT – Software Purchased	25,000.00	
001-123-430-107	IT – Hourly	7,000.00	
001-123-604-330	IT – Communications	8,000.00	
001-120-610-350	Mayor – Travel		4,000.00
001-120-691-550	Mayor – Miscellaneous		5,000.00
001-142-600-338	City Clerk Contract Services		15,000.00
001-145-630-400	Equipment Rent		5,000.00
001-145-918-805	City Clerk Computers	3,200.00	
001-159-620-371	Bonding – City Employees	250.00	
001-169-600-327	City Attorney Bond		10,000.00
001-169-600-309	Legal Expenses		30,000.00
001-190-607-605	Historic Preservation Grant	10,000.00	
001-190-600-300	Prof Srvs / Comp Plan		10,000.00
001-192-625-380	City Hall Utilities		3,500.00
001-192-600-338	City Hall Janitorial Svcs		4,000.00
001-201-420-103	Police Staff Salaries		100,000.00
001-254-420-103	DUI Officer Salaries	55,000.00	
001-254-610-350	DUI Travel Expenses		5,000.00
001-250-420-103	Narcotic Officers Expenses	30,000.00	
001-250-600-304	Informant Fees		5,000.00
001-260-410-104	Fire Dept Salaries	2,500.00	
001-261-525-231	Fire Gas & Oil	5,000.00	
001-261-555-262	Firehouse Subs Grant	25,000.00	
001-261-918-805	Machinery and Equipment		25,000.00
001-261-600-300	Professional Services	12,500.00	
001-261-600-319	Physical Examinations	1,000.00	
001-262-555-250	Fire Supplies		2,000.00
001-267-558-269	Fire Building Maintenance	5,000.00	
001-267-625-380	Fire Utilities		5,000.00
001-201-630-360	Police Vehicle Repair & Maint	10,000.00	
001-201-630-404	Radio Maint / Expense		6,000.00
001-201-918-805	Police Equipment	132,750.00	

001-230-690-552	Police Training	600.00	
001-240-630-404	Police Radio Maint	1150.00	
001-245-450-125	Police Dispatchers Overtime	20,000.00	
001-245-440-108	Police Dispatch Part Time	5,000.00	
001-281-420-105	Salary - Inspector		40,000.00
001-281-430-107	Building Clerical		7,500.00
001-281-480-133	Hospital Insurance		2,500.00
001-281-630-360	Shop Repairs		3,000.00
001-281-820-874	Vehicle Payments	1,250.00	
001-290-630-400	Civil Defense Rprs & Maint	8,500.00	
001-290-918-805	Civil Defense Equipment		750.00
001-301-440-114	Street Dept Labor		75,000.00
001-301-560-720	Street Construction Materials	30,000.00	
001-301-630-400	Street Equip Repairs	25,000.00	
001-290-625-380	Street Vehicle Payments	5,500.00	
001-302-625-380	Street Lights		5,000.00
001-360-440-114	Animal Control Labor		10,000.00
001-550-430-108	Parks – 2% Transfer	50,000.00	
001-550-430-107	Park Maintenance Salaries	40,000.00	
001-550-501-208	Park Janitorial	5,000.00	
001-550-501-220	Park Travel and Misc	5,000.00	
001-550-600-320	Park Contract Labor	100,000.00	
001-195-951-967	Dues – LINK		10,000.00
001-900-990-979	Ending Balance		57,480.09
001-600-948-871	Ward 1	72,856.34	
001-600-948-872	Ward 2	5,040.00	
001-600-948-873	Ward 3		11,693.93
001-600-948-874	Ward 4		3,089.63
001-600-948-875	Ward 5		6,172.49
001-600-948-876	Ward 6		2,298.00
001-600-948-877	Ward 7	2,837.80	
001-800-890-880	Eurocopter Project		10,938.00
001-800-830-829	2016 Police Bond 3 Million	31,912.50	
001-800-830-830	2016 Police Bond 2.4 Million	30,212.50	
001-800-890-830	Ind Park Payment		50,000.00
001-900-990-998	Contingency Fund		10,000.00
	Totals	967,984.14	967,984.14

19. CONSIDERATION OF APPROVAL OF ANNUAL MUNICIPAL COMPLIANCE REPORT.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the 2017 Municipal Compliance Questionnaire” is enumerated, this consent item is thereby approved.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Starkville, 110 West Main St, Starkville, MS 39759

2. List the date and population of the latest official U.S. Census or most recent official census:

2010 - 23888

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

See Attached (Appendix A)

4. Period of time covered by this questionnaire: October 1, 2016 – September 30, 2017

5. Expiration date of current elected officials' term: June 30, 2021

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2017

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)

Y

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)

Y

3. Are municipal records open to the public? (Section 25-61-5)

Y

4. Are meetings of the board open to the public?
(Section 25-41-5)

Y

5. Are notices of special or recess meetings posted?
(Section 25-41-13)

Y

5. Are all required personnel covered by appropriate surety bonds?

- . Board or council members (Sec. 21-17-5)
- Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)
- Municipal clerk (Section 21-15-38)
- Deputy clerk (Section 21-15-23)
- Chief of police (Section 21-21-1)
- Deputy police (Section 45-5-9) (if hired under this law)

Y Y
Y
Y
NA

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)

Y

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33)

Y

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)

Y

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)

Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)

Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)

Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)

Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)

Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)

Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)

Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)

Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)

Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)

Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)

Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting?
(Section 21-35-25)

Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) NA
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____Y_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____Y_____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	28 Lakes Blvd	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
Alderman Ward 3	David Little	100 Cypress Point Rd	662-418-5430
Alderman Ward 4	Jason Walker	204 N. Nash St	662-617-0130
Alderman Ward 5	Patrick Miller	502 N. Montgomery St	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Chris Latimer	P.O. Box 947/38655	662-232-3208

CITY OF STARKVILLE, MS

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2017

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

20. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR DEPUTY CLERK LEANNE MCGARR TO THE OCTOBER 18 – 20, 2017 DEPUTY CLERK TRAINING IN HATTIESBURG, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$650.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of travel for Deputy Clerk Leanne McGarr to the October 18 – 20, 2017 Deputy Clerk Training in Hattiesburg, MS with advance travel” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO CHANGE THE EMPLOYMENT STATUS OF MATTHEW ADDY FROM TEMPORARY FULL TIME TO FULL TIME.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval to change the employment status of Matthew Addy from temporary full time to full time” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO HIRE EMMANUEL MOORE, AS THE BUILDING INSPECTOR, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Emmanuel Moore, as the Building Inspector, in the Community Development Department at Grade 12, \$45,000” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF AUTHORIZATION TO HIRE MICHAEL EDWARDS AS A CERTIFIED FIREFIGHTER, IN THE STARKVILLE FIRE DEPARTMENT AND ALLOW MR. EDWARDS TO BE CONSIDERED FOR PROMOTION AFTER ONE (1) YEAR.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Micheal Edwards as a Certified Firefighter, in the Starkville Fire Department and allow Mr. Edwards to be considered for promotion after one (1) year” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES AND THE CITY OF STARKVILLE TO ENTER INTO A MASTER PROFESSIONAL ENGINEERING AGREEMENT WITH VOLKERT, INC.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “authorization for Starkville Utilities and the City of Starkville to execute a master professional engineering agreement with Volkert, Inc.” is enumerated, this consent item is thereby approved.

to the Work and certain administrative details applicable thereto.

1.8 SHOP DRAWINGS. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT, and submitted by Contractor to illustrate some portion of the Work.

1.9 RECORD DRAWINGS. Also referred to as "As-Builts" and "As-Built Plans," Record Drawings shall mean drawings depicting the completed Project, prepared by CONSULTANT as an Additional Service when required by the Owner and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT and annotated by Contractor to show changes made during construction.

1.10 CONSTRUCTION OBSERVER. The authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in the Section 1.1, Basic Services of a Task Order executed under this agreement.

1.11 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the CONSULTANT and its subconsultants.

1.12 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean the law of the State of Mississippi as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

CONSULTANT is providing professional engineering services pursuant to this Agreement. The Contractor(s) will be solely responsible for means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER.

OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts they are not willing to perform. Requiring action or conduct out of Contractor is the responsibility of the OWNER.

ARTICLE 3 SCOPE OF SERVICES

3.1 Generally. CONSULTANT shall be assigned Task Orders to perform certain professional engineering services associated with improvements to the OWNER's utilities infrastructure. Generally, the assignments shall include professional services associated with the following utilities:

- Water Transmission, Distribution, and Treatment
- Electrical Transmission and Distribution
- Sanitary Sewer Collections, Conveyance, and Treatment
- Miscellaneous Engineering related to the aforementioned utilities, as requested by the Owner

CONSULTANT shall perform the Basic Services set forth in "Basic Services" of each Task Order assigned, as well as any Additional Services in accordance with the terms and conditions herein. The executed Task Order shall become and be executed per the terms and conditions herein this agreement.

CONSULTANT'S Scope of Services as set out hereunder are finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, in a Task Order executed under this agreement, or in any subsequent written agreements between OWNER and CONSULTANT, are not a part of CONSULTANT'S Scope of Services.

3.2 Standards of Performance.

3.2.1 Standard of Care. CONSULTANT shall at all times endeavor to perform Basic Services in conformance with the generally accepted care and skill exercised by professional engineers practicing under similar circumstances at the same time and in the same locality.

3.2.2 Consultants. CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

3.2.3 Reliance on Others. Subject to the Standard of Care set forth in Paragraph 3.2.1, *supra*, CONSULTANT and its subconsultants may use or rely upon design elements and

information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

3.2.4 CONSULTANT and Contractor.

3.2.4.1 CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of its work.

3.2.4.4 While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

3.3 Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

- (a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services for each Task Order, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- (b) Services (in addition to those furnished under Basic Services for each Task Order, if any) to assist OWNER in obtaining bids from contractors.
- (c) Services (in addition to those furnished under Basic Services for each Task Order, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.

- (d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.
- (e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.
- (f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- (g) Furnishing services of Consultants for other than Basic Services.
- (h) Services during out-of-town travel required of CONSULTANT other than for visits to the Site or OWNER's office.
- (i) Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
- (j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.
- (l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor.
- (m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to OWNER.
- (n) Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.

- (o) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- (p) Overtime work requiring higher-than-regular rates.
- (q) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.
- (r) Services in connection with work change directives and change orders to reflect changes requested by OWNER.
- (s) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (t) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (u) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Work.

ARTICLE 4 COMPENSATION OF CONSULTANT

4.1 CONSULTANT shall be compensated by OWNER on an hourly basis in accordance with the CONSULTANT's current hourly rates attached hereto as Exhibit A or in accordance with the terms established in each assigned and executed Task Order.

4.1.1 Owner shall pay all costs associated with Additional Services authorized by the OWNER.

4.1.2 For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein

4.1.3 The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.

4.1.4 Reimbursable expenses are defined as follows: Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

4.1.5 The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

4.2 Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.3 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

4.3.1 Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Volkert, Inc.
111 East Capitol Street
Suite 250
Jackson, MS 39201

4.3.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then:

- (a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
- (b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges.
- (c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

4.4 Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 RESPONSIBILITIES OF THE OWNER

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall, at its expense:

5.1 Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for CONSULTANT to include in bid documents, when applicable.

5.2 Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs or investigation at or adjacent to the Project site(s).

5.3 Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services.

5.4 Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

5.5 Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render timely written decisions pertaining thereto.

5.6 Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5.7 Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

5.7.1 Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services;

5.7.2 Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

5.8 Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

5.9 Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.

5.10 Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

6.1.1 Commercial General Liability

(a)	Each Occurrence:	\$1,000,000
(b)	General Aggregate:	\$2,000,000

6.1.2 Automobile Liability (Combined Single Limit BI/PD)

(a)	Each Accident:	\$1,000,000
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6.1.3 Worker Compensation: Statutory

6.1.4 Employers' Liability

(a)	Each Accident:	\$1,000,000
(b)	Disease, Each Employee:	\$1,000,000
(c)	Disease, Policy Limit:	\$1,000,000

6.1.5 Professional Liability

(a)	Each Claim:	\$2,000,000
(b)	Annual Aggregate:	\$2,000,000

6.1.6 OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect

OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.1.7 OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

6.2 Indemnification.

6.2.1 Indemnification by CONSULTANT. To the fullest extent permitted by law, and up to the limits of the Exclusivity of Remedies provision contained herein, CONSULTANT shall indemnify OWNER and OWNER'S officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT'S defense duties under this indemnification provision shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT'S actual negligent performance.

ARTICLE 7 TERMINATION AND SUSPENSION

7.1 Suspension.

7.1.1 By OWNER. OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

7.1.2 By CONSULTANT. CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER'S failure to pay CONSULTANT as set forth in Section 4.3.2 above.

7.2 Termination. The obligation to provide further Services under this Agreement may be terminated:

7.2.1 For cause,

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.2.2 For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

7.3 Effective Date of Termination. The terminating party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.4. Payments Upon Termination

7.4.1 In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

7.4.2 In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of three (3) years from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

8.2 Ownership and Reuse of Documents. All Project documents including but not necessarily limited to reports, Drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, computer assisted design and drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Paragraph 8.2 as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the Project which is the subject of this Agreement is not advised.

8.4 Successors and Assigns

8.4.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the

extent permitted by Paragraph 8.4.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.4.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of Services hereunder.

8.4.3 Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

8.5 Dispute Resolution. If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation.

8.6 Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

8.8 Jurisdiction/Venue. It is expressly agreed and stipulated between the parties that this Agreement shall be deemed to have been executed in the State of Mississippi. This Agreement shall be governed by the laws of the State of Mississippi and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Mississippi, exclusive of its choice of law provisions.

8.9 Severability. Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to

be valid and binding upon OWNER and CONSULTANT, which hereby agreed that the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

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

ATTEST:

STARKVILLE UTILITIES of the
CITY OF STARKVILLE, MISSISSIPPI

General Manager

Name/Title

ATTEST:

VOLKERT, INC.

Vice President

Name/Title

25. CONSIDERATION OF AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN STARKVILLE UTILITIES AND VOLKERT INC. FOR THE EVALUATION OF OPTIONS TO MANAGE SLUDGE IN THE CITY'S WASTEWATER LAGOON.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "authorization for Starkville Utilities to initiate a task order with Volkert, Inc. for evaluation of options to manage sludge in the City's wastewater lagoon" is enumerated, this consent item is thereby approved.

**STARKVILLE UTILITIES
CITY OF STARKVILLE, MISSISSIPPI
TASK ORDER NO. 01 – 2017**

**ERNEST E. JONES WASTEWATER TREATMENT FACILITY
BIOSOLIDS MANAGEMENT PLAN**

This Task is to be performed in accordance with the provisions of the Agreement for professional services entered into this _____ day of _____, 2017, by and between Starkville Utilities, City of Starkville, Mississippi, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT.

WHEREAS, each of said parties represents that it continues to have authority to execute this Task Order and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

Starkville Utilities owns, operates, and maintains one (1) wastewater treatment facility. This facility is currently having a 6.8 million gallon per day (mgd) capacity and a 15.9 mgd peak capacity. A large facultative lagoon was constructed to the north of the facility. This lagoon is approximately 25.3 acres in area with a 6-foot depth. Waste activated sludge produced by the liquid stream processes of the wastewater treatment plant has been discharged to this lagoon and stored since 1981; consequently, biosolids have accumulated to near full storage capacity in the sludge lagoons.

The objective of this Task Order is providing Starkville Utilities with an Engineering Report that:

- Evaluates feasible alternatives for management of the biosolids generated by the wastewater treatment facilities
- Recommends a biosolids management plan
- Develops capital and operational and maintenance cost estimates for the recommended plan.

1.1. Basic Services.

CONSULTANT shall perform the Basic Services set forth in “Basic Services” of this Task Order, as well as any Additional Services in accordance with the terms and conditions herein.

Task 1 Project Management

Provide overall project management for this work order, including but not limited to project coordination, work scheduling, work product review, budget and expenditure management, invoicing, and issue resolution. The services will be completed over the contract duration assuming approximately 0.5-hour of professional time and 0.5-hour administrative support per week.

Task 2 Information Gathering and Review

2.1 CONSULTANT will conduct a kick off meeting with OWNER staff to review goals and objectives of this project. CONSULTANT and OWNER will identify relevant project stakeholders (e.g. City of Starkville, Mississippi State University).

2.2 CONSULTANT will gather, compile, and organize available existing information relevant to the work provided by OWNER and other appropriate agencies including on-going comprehensive sewer plan updates, current population projections and service needs, discharge monitoring reports, annual biosolids reports, operations and maintenance records, previous biosolids removal documentation and records, and other pertinent information regarding the current federal, state, and county regulations related to the reuse and disposal of the wastewater treatment plant residual solids including biosolids.

2.3 CONSULTANT will develop estimates of the annual wastewater solids production by the liquids stream processes and the solids reduction performance of the existing sludge pond. This information will be used as a basis for comparison of alternative biosolids handling, treatment, and reuse or disposal processes. Additionally, CONSULTANT may utilize a local laboratory to conduct sampling/testing of the activated sludge in the treatment process and biosolids in the existing pond. The cost of testing will be a reimbursable expense under this agreement.

Task 3 Regulatory and Planning Constraints

3.1 CONSULTANT will review current applicable federal, state, and local regulatory requirements that OWNER must comply with in regard to handling, treatment, reuse and disposal of the wastewater treatment plant residuals and biosolids. CONSULTANT will also provide information readily available in regard to pending updates or revision to these regulations by federal, state and local regulatory agencies.

3.2 CONSULTANT will identify current or emerging social and environmental concerns with regard to biosolids reuse and sewage sludge disposal.

Task 4 Technology Alternatives for Reuse or Disposal

This task is intended to identify treatment and reuse or disposal alternatives for managing the sewage biosolids generated from OWNER's wastewater treatment plant.

4.1 Identify Alternatives. CONSULTANT will develop preliminary list of technologies with short narrative descriptions and pertinent design criteria for sewage sludge and biosolids process alternatives.

4.2 CONSULTANT will collaborate with OWNER and appropriate staff from the Mississippi Department of Environmental Quality to select the most viable options for further analysis. Selection will be based on technical performance (including impacts on the existing wastewater treatment plant process), social, environmental and economic factors associated with each sewage sludge management strategy. This may be accomplished in a collaborative work session schedules permitting. For the purpose of budgeting, the level of effort of this work order it is assumed that 3 process alternatives will be carried forward for detailed analysis and evaluation under Task 5.

Deliverable: Technical Memorandum summarizing the methodology for selecting and evaluating alternatives and results including the justification for selecting specific alternatives for further analysis. (To be incorporated into the Task 5 deliverable).

Task 5 Comprehensive Evaluation of Select Treatment, Reuse and Disposal Alternatives

5.1 Evaluation of Selected Alternatives: CONSULTANT will evaluate the three selected process alternatives identified as the outcome of Task 4. A site-specific description and concept site plan along with a major equipment list will be developed for each alternative. CONSULTANT will develop planning level cost estimates for the capital investment for operation and maintenance of each of the selected alternatives. Capital costs will include construction costs and associated indirect costs such as engineering, inspection, construction management, permitting, etc. Operations costs will include labor, utilities, consumable materials such as polymer for dewatering and media for odor control and costs for chemical and biological monitoring, and costs for record keeping and reporting, hauling and disposal fees. Maintenance costs will include cost for maintenance labor, materials, services, and supplies including calibration of sensors and costs for replacement of process components that may have an operational life of less than the determined planning period.

5.2 CONSULTANT will meet with OWNER to collaboratively review the results of the evaluation to select the most appropriate and recommended sludge/biosolids management strategy for OWNER.

Deliverables: Technical memorandum summarizing the results of the detailed evaluation and estimated costs.

Task 6 Biosolids Management Plan

The work of this task includes the development of capital and operations improvement plan for implementation of the recommended alternative identified in Task 5. The plan will provide for the following:

6.1 Technology/Equipment Recommendations: CONSULTANT will identify manufacturers that are currently manufacturing the major process equipment or technology systems consistent with the selected biosolids management technology. CONSULTANT will evaluate the cost, schedule, and performance advantages and disadvantages for pre-selection or pre-purchase of the major equipment or technology system. CONSULTANT will provide general design criteria for each major equipment item or process system, including: equipment type, capacity, efficiency, materials of construction, size constraints, energy requirements, process/cooling water requirements, and instrumentation and process control needs, etc.

6.2 Preliminary Programming and Site Plan: Building Needs for Process Equipment and Product Storage: CONSULTANT will develop a conceptual building layout to house the major and ancillary (e.g., centrifuge, sludge dryer, sludge feed pumps, dewatered sludge and dried product conveying systems, odor control, polymer storage, make-down process equipment and feed systems, process water requirements, electrical and process controls) and sewage sludge or biosolids product storage rooms, silos, or hopper bins.

CONSULTANT will develop a preliminary site plan to illustrate the location and general improvements required to accommodate construction and operation of improvements associated with implementation of the biosolids management plan. The site plan will show proposed improvements including all buildings to house process equipment, materials, controls and final product.

6.3 Maintenance or Closure of Existing Sludge Pond: CONSULTANT will evaluate the costs for removal and transportation of biosolids contained in the existing sludge pond. CONSULTANT will also evaluate the benefits and costs of retaining and maintaining the existing sludge pond or a portion thereof to serve as part of the biosolids management plan. CONSULTANT will develop a cost for decommissioning and closure of the sludge pond, if the sludge management plan does not include the future utilization of the sludge pond as part of the wastewater treatment plant process.

6.4 Implementation Plan: The scope of this task includes identifying schedule and budget needs to implement the design, construction, operation, and maintenance of the recommended sludge management alternative. CONSULTANT will develop and evaluate options for phasing the implementation of improvements and develop cost budgets and schedules for programming the projects including application for permits and agency approval. CONSULTANT will identify potential funding sources for the projects that may be advantageous to OWNER in implementing the projects in a cost-efficient manner.

Task 7 Engineering Report

The scope of this task includes the preparation of a Draft and Final Engineering report to document the technical, social, environmental and economic information, analyses, and evaluations, resulting

from completion of Tasks 2 through 6 including the recommended biosolids management and implementation plans for OWNER.

7.1 Draft Engineering Report - CONSULTANT will prepare a draft engineering report to document the methodologies, alternatives analyses, evaluation process, and the recommended implementation plan for OWNER' wastewater treatment facility sewage sludge and/or biosolids. CONSULTANT will prepare a environmental policy checklist for the any construction that may be required as part of implementing the sewage sludge and biosolids management plan.

Deliverable: 3 printed and bound copies and one electronic copy (in pdf format) of the Draft engineering report including the appendices.

7.2 Presentation: CONSULTANT will conduct one (1) presentation to include a summary of methodology and findings to OWNER, selected stakeholders and the general public (at the discretion of OWNER). CONSULTANT will address comments received from the presentation in the final engineering report. Responses to comments will be reviewed with OWNER prior to incorporation into the final engineering report.

7.3 Final Engineering Report- CONSULTANT will update the Draft report as appropriate to address agency and public comments. For the purpose of estimating the level of effort for this task it is assumed that these comments will only minor revision of the draft document that can be accomplished within 24 hours of professional time.

Deliverable: 3 printed and bound copies and one electronic copy (in pdf format) of the Draft engineering report including the appendices.

1.2 Responsibilities of the Owner

In addition to other responsibilities of OWNER as set forth in the Agreement, OWNER shall, at its expense:

Provide existing record drawings, surveys, and engineering reports referencing the existing WWTP and lagoons.

1.3 Additional Services

Additional Services shall be any service not included in Section 1.1, Basic Services herein or under Section 3.3 of the Agreement for Professional Services executed by and between the OWNER and CONSULTANT. Compensation for Additional Services shall be in accordance with said agreement.

1.4 Schedule. This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue for a period of six (6) months.

1.5 Fee. The Basic Services shall be performed on an hourly time charge basis and payable to CONSULTANT by the OWNER per CONSULTANT'S current hourly rates, plus reimbursable and direct expenses. Invoices shall be submitted and payable by OWNER per the terms of the Agreement. The Basic Services shall be provided hourly with a not to exceed amount of \$73,600, plus reimbursable and direct expenses.

So executed and agreed this the _____ day of _____, 201__.

ATTEST:

STARKVILLE UTILITIES
CITY OF STARKVILLE, MISSISSIPPI

Name/Title

General Manager

ATTEST:

VOLKERT, INC.

Vice President

TRAVEL.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “authorization for Robby Gilliland to travel to Jackson, TN to attend TVPPA Line Worker Underground Lab 4 on October 9-13, 2017 at a total cost not to exceed \$1,672 with advance travel” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new Employees:

Christian Twillie - Firefighter
Angelica Colbert – Police Officer
Christopher English – Police Officer
David Fair – Police Officer
Paul Stratton Woods – Police Officer

Mayor Spruill also noted Starkville Community Day will be held Saturday, October 7, 2017 at MLK Park.

BOARD OF ALDERMEN COMMENTS:

Vice Mayor Perkins presented a plaque to Ms Dorothy Issac for her years of community service and involvement.

Alderman Miller thanked everyone for their support during the recent passing of his father.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked for instruction on what people should wear when walking after dark. He also asked that Poorhouse Road to Highway 182 be studied to see if additional lighting can be added.

Dorothy Issac thanked the Vice Mayor for the plaque. She asked that all areas be considered in an annexation plan. She also asked everyone to do business with Starkville businesses.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

A. SECOND PUBLIC HEARING ON THE REPEAL OF THE ADMINISTRATIVE ADJUDICATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

Mayor Spruill opened the Public Hearing and called for public comments.

There being no comments from the public or the Board, the Mayor announced the public hearing closed.

B. SECOND PUBLIC HEARING ON AMENDING THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

Mayor Spruill opened the Public Hearing and called for public comments noting there would be fifteen minutes designated for the pro amendment speakers and fifteen minutes for the speakers against the

amendment.

Offering comments in support of amending Ordinance 2008-08: Allison Tiffen , Roberts McMillian, Latoya Bledsoe and Alvin Turner.

Offering comments in opposition of amending Ordinance 2008-08: Joseph Enfinger, Rob Roberts, Bill Wickstrum and Tina Roberts.

There being no further comments from the public and none from the Board, the Mayor announced the public hearing closed.

C. PUBLIC HEARING OF RZ 17-10 A REQUEST TO REZONE THREE LOTS LOCATED AT 106, 108, AND 112 MILL STREET FROM R-2 TO T-5 WITH THE PROPERTY # 101D-00-318.00, 101D-00-319.00, AND 101D-00-321.00.

The Mayor opened the Public Hearing. Buddy Sanders presented the request. The applicant, William Reeves, is seeking to rezone three lots from R-2 to T-4 based on a change in conditions in the area and in accord with the public need for orderly and harmonious growth. At this time, plans have not been submitted to the City for review. 58 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News September 18, 2017 and a sign was posted on the properties concurrent with publication of the notice. As of this date, the Planning Office has received two phone calls inquiring about the request and one email supporting the request. On September 12, 2017, the Planning and Zoning Commission voted 6-0 to recommend approval of this request based on change in condition of the neighborhood and public need.

There being no comments from the Public or the Board, the Mayor closed the public hearing.

D. PUBLIC HEARING OF RZ 15-05 A REQUEST FOR MODIFICATION OR REMOVAL OF SEVERAL CONDITIONS PLACED ON THE REZONE OF TWO LOTS LOCATED AT 104 AND 105 CAMP AVENUE WITH THE PROPERTY # 101C-00-001.00 AND #101C-00-002.00.

Mayor Spruill opened the Public Hearing and called for public comments. Buddy Sanders presented the request. The applicant, Walker and Associates, on behalf of Harry Bell and Betty Bell is seeking to modify or remove several conditions placed on 104 and 105 Camp Avenue as part of a rezoning of the property on February 16, 2016. The rezoning request originally included 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive. The request was to rezone all properties to T-6. During the public hearing at the Board of Aldermen, the request was modified to rezone only two properties (104 and 105 Camp Avenue) to T-5. The request was approved with five conditions. Since the time of the rezoning approval, the development plans have changed. As part of the new proposed plan, the applicant is seeking variances from Street Width, Sidewalk Placement, Lot Dimensions, and Building Height. On September 12, 2017, the Planning and Zoning Commission recommended approval of the Preliminary Plat with the condition that the requested variances are approved. The Board of Adjustment and Appeals recommended approval of the Variances on September 27, 2017. 31 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on September 18, 2017 and a sign was posted on the properties concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls against the request.

The conditions that were approved and the recommended action (*italicized*) are listed below:

1. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff shall not exceed pre-development runoff at the point of sub-basin discharge for a 2 and 1- year event. *Suggest removing this condition. The proposed plan reduces the amount of stormwater discharge to the properties to the west. This condition would increase the amount of stormwater going to that area from what is currently proposed.*
2. Minimum block width / length of 200' x 200'; Maximum block width / length of 400' x 400'.

3. Maximum lot size 120' width x 220' depth. ***Suggest removing this condition. Lot width is part of the variance request.***
4. All construction traffic shall use the ingress / egress from College View Drive.
5. Camp Avenue shall be brought into compliance with city street standards. ***Suggest removing this condition. Street design is part of the variance request.***

Jackson Wallace, of INS Development, thanked the City and Staff for their professionalism throughout this process. He stated he will have difficulty meeting condition #5.

Discussion as to utility easements followed with the City Attorney noting the City has no authority to grant construction access at this time from College View Drive through a utility easement.

There being no additional comments from the public or the Board, the Mayor announced the public hearing closed.

28. CONSIDERATION OF THE REPEAL OF THE ADMINISTRATIVE ADJUDICATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to Repeal of the Administrative Adjudicative Hearing Ordinance, 2008-01, Code of Ordinances of the City of Starkville Chapter 82, Article 6, Sec. 82-141, Et Seq in its entirety, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

29. CONSIDERATION OF AN AGREEMENT WITH SLAUGHTER AND ASSOCIATES FOR PROPOSED ANNEXATION STUDY.

A motion was offered by Alderman Walker and seconded by Alderman Little to enter into an agreement with Slaughter and Associates for a proposed annexation study. Alderman Miller asked that the full costs of public services which will be required by annexation be included in the study. Mayor Spruill noted Slaughter and Associates have the specific expertise that GTPDD does not have and that increasing the City's population to 30,000 would offer many advantages. Alderman Little stressed this to be simply a study, not a vote to annex any areas. The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Absent

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

**LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between **SLAUGHTER & ASSOCIATES, PLLC**, hereinafter called the CONSULTANT and the **CITY OF STARKVILLE, MISSISSIPPI**, hereinafter called the CITY.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: **MUNICIPAL ANNEXATION STUDY AND ANALYSIS.**

Phase I (Estimated to range from \$6,000 - \$8,000)

- Determine initial study area;
- Conduct land use survey of study area and prepare existing land use map;
- Demographic analysis (population, race, land area, street miles, etc.);
- Financial data (estimated assessed valuation, estimated ad valorem taxes, sales tax diversion);
- Map existing water and sewer certificated areas;
- Map existing fire districts, fire ratings and fire stations;
- Map existing floodplain/floodway;
- Meeting with the Mississippi State (Fire) Rating Bureau; and
- Presentation of findings to the Mayor and Board.

Phase II (Estimated to range from \$5,000 - \$7,000)

- Conduct departmental requirements meetings;
- Consult with the City Engineer re: preparation of a water and sewer plan and cost estimates for study area;
- Prepare General Fund financial analysis for the study area (estimated revenues and expenditures);
- Review reasonableness of study area as applied to the 12 indicia of reasonableness defined by the Mississippi Supreme Court; and
- Final presentation and recommendations to the Mayor and Board.

2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.

3. The CITY shall compensate the CONSULTANT for professional services rendered (as estimated above) plus direct reimbursement for out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses. The CONSULTANT may require the assistance of the CITY engineer regarding water, sewer, street and drainage facilities and cost estimates, whose fee, if any, is not covered in this agreement.

4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Principal Planner:	\$175.00/hr.
Associate Planner I:	\$150.00/hr.
Associate Planner II:	\$125.00/hr.
Assistant Planner I:	\$100.00/hr.
Assistant Planner II:	\$ 75.00/hr.
Planning/GIS Technician:	\$ 60.00/hr.
Office Technician:	\$ 50.00/hr.

5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT.

6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the CITY, even if remaining with the CONSULTANT, and the CONSULTANT shall maintain confidential all of such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

✓ IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the _____ day of _____, 2017.

CLIENT: THE CITY OF STARKVILLE, MISSISSIPPI

BY: _____
Hon. Lynn Spruill, Mayor

WITNESS: _____
Ms. Lesa Hardin, City Clerk

CONSULTANT: SLAUGHTER & ASSOCIATES, PLLC

BY: Mike Slaughter
Mike Slaughter, P.E., AICP

WITNESS: Venessar Williams
Venessar Williams, Office Manager

30. CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION.

Mayor Spruill introduced the item by stating this would not be a final completion document on the building, only a substantial certification to allow the Police to occupy the building. Alderman Perkins objected in that he felt the Police needed to wait until the basement seepage issue is solved. Thomas Allen of Prichard Engineering presented a brief update on the basement drainage issues.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, to authorize the Mayor to sign the Certificate of Substantial Completion for the construction of the Starkville Police Department building renovation, the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Absent

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

31. CONSIDERATION OF AMENDING THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

A motion was offered by Alderman Sistrunk, and duly seconded by Alderman Perkins, to adopt the Amendment of the Smoking Ordinance 2008-08 and to replace it with Ordinance 2017-06 as follows:

ORDINANCE NUMBER 2017-06
AN ORDINANCE TO CREATE RULES AND REGULATIONS FOR SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

WHEREAS, scientific studies have found that tobacco smoke is a major contributor to air pollution; and

WHEREAS, scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing secondhand smoke is a significant health hazard; and

WHEREAS, the Mayor and Board of Aldermen find and declare that the purposes of this ordinance are to protect the public health and welfare of its citizens by prohibiting smoking in public places and places of employment;

WHEREAS, the City originally enacted Ordinance No. 2008-8, dated August 19, 2008, and codified in Chapter 82 - Offenses and Miscellaneous Provisions, Article IV - Smoking in Public Places and Places of Employment, Municode Sections, 82-91 through 82-99;

WHEREAS, the original ordinance has achieved the stated goals, and the Mayor and Board of Aldermen wish to continue the prohibition of smoking in public places and places of employment with no provision for automatic repeal; and

WHEREAS, since the original passage of the smoking ordinance there have been technological changes to the ability to obtain nicotine byproducts that contribute negatively to the environment and have the same characteristics of secondhand smoke.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that the City's original smoking ordinance shall be amended as follows (*amendments are in italics*):

Section 1: Definitions

"Airport Area" means any area within the secured, fenced area of the Starkville George M. Bryan field located within the city limits of the City of Starkville.

"Alternative nicotine product" means "(1) An electronic cigarette; or (2) Any other product that consists of or contains nicotine that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling or by any other means."

"Bars" means any premises where non-alcoholic or alcoholic beverages are sold or consumed.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

"Childcare facility" means any state licensed childcare facility including, but not limited to licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and Head Start programs.

"City buildings" means all City-owned and operated buildings and those portions of buildings leased and operated by the City.

"Common areas of buildings" means all areas not part of a tenant's leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

"Electronic cigarette" means "an electronic product or device that produces a vapor that delivers nicotine or other substances to the person inhaling from the device to simulate smoking, and is likely to be offered to, purchased by, consumers as an electronic cigarette, electronic cigar, electronic cigarillo or electronic pipe."

"Employee" means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted for from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.

"Employer" means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one (1) or more individual persons.

"Enclosed Area" means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, 'other landscaping' or similar structures.

"Entrance" means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

"Hotel and motel" means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent that is not an apartment complex or home.

"Mall" means an enclosed, indoor are-l' containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.

“Place of employment” means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a ‘place of employment’ within the meaning of this ordinance unless used as a childcare facility.

“Private Club” means a facility owned or operated by an association or corporation, which does not operate for pecuniary gain or have regular employees. Affairs and management of the organization are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at an annual meeting. The organization has established by-laws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of Federal Income Taxes as a Club under 26 U.S.C. Section 501. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition.

“Private residence” means premises owned, rented or leased for temporary or permanent habitation.

“Public place” means any enclosed area to which the public is invited or in which the public is permitted.

A private residence is not a public place.

“Restaurants” means any eating establishment, which gives or offers for sale food to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term shall include a bar area within the restaurant.

“Smoking” means to smoke or carry a lighted pipe, cigar, cigarette, nicotine dispensing or tobacco-related products in any form.

“Sports Arena or Venue” means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, and bowling centers.

Section 2: Smoking Prohibited in Indoor Public Places

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

- a. Childcare facilities.
- b. City buildings including airport facilities, libraries, museums and publically supported facilities.
- c. Common areas in bed and breakfast establishments, hotels and motels.
- d. Elevators and enclosed stairwells. e. Health care facilities.
- f. Indoor shopping malls. g. Places of employment. h. Polling places.
- i. Public forms of transportation, including but not limited to motor buses, taxicabs, or other public passenger vehicles.
- j. Public bus and transfer point shelters.
- k. Retail stores.
- l. Enclosed, indoor areas of restaurants and bars. m. Self-service laundry facilities.
- n. Service lobbies, waiting areas, and the common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.
- o. Indoor sports arenas and venues.
- p. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider.

Section 3: Exceptions

The following areas shall not be subject to the smoking restrictions of this ordinance:

- a. Bed and breakfast, hotel and motel rooms that are rented to guests and are designated as smoking rooms.

- b. Private clubs.

Section 4: Smoking Prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas:

- a. Immediately preceding or blocking the entrance and/or exit of an area where smoking is prohibited.
- b. Attached areas of restaurants that are covered or partially covered with more than 50% of the perimeter of the outside area walled or otherwise closed to the outside.
- c. Seating areas of outdoor sports arenas and venues.
- d. All airport areas that are within the security fencing of the George M. Bryan field in the City of Starkville, Mississippi.

Section 5: Signage

- a. Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer or other person in charge of the building.
- b. Signage shall include the international no smoking symbol and be no smaller than 2"x2".
- c. It shall be unlawful for any person to remove, deface, or destroy any sign required by this ordinance, or to smoke in a place where any such sign is posted.

Section 6: Proprietor's Responsibilities

- a. The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that they extinguish their cigarette or tobacco product and refrain from smoking.
- b. The proprietor, employer or other person in charge of premises, shall post signage as required by this ordinance.
- c. The proprietor, employer or other person in charge of premises, shall not provide ashtrays in areas where smoking is prohibited.

Section 7: Enforcement

- a. The Chief of Police or designee, shall have the power, whenever they may deem it necessary, to enter upon the premises named in this ordinance to ascertain whether the premises are in compliance with this ordinance. Enforcement will be through issuance of a summons and complaint.
- b. Any person who desires to register a complaint under this ordinance may contact the City Police Department.

Section 8: Violations and Penalties

- a. Any person who violates any provision of this ordinance may be subject to a fine of no more than fifty dollars (\$50) for the first offense and no more than two hundred and fifty dollars (\$250) for the second and all subsequent offenses on a per incident basis. This offense is *subject to the jurisdiction of the city municipal court*.
- b. The Board of Aldermen shall suspend or revoke any business license or permit issued by the City for three (3) or more violations of this ordinance involving the licensed premises within a twelve (12) month period.

Section 9: Jurisdiction Clause

This ordinance shall be subject to all other governmental jurisdictions rules and regulations and laws pertaining to smoking.

Section 10: Severability

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

Section 11: Repeal of Ordinance

This Ordinance Number 2017-06 shall remain in effect until repealed or replaced by the City of Starkville Board of Aldermen.

The Clerk is directed to cause this Ordinance to be published one time in the Starkville Daily News and to obtain proof of publication thereof.

Alderman Carver then requested the following be added as a friendly amendment to the motion / Ordinance as item c under Section 3:

Any business engaged exclusively in the sale of smoking products that is a stand-alone property and not adjoined or physically connected to another business.

Alderman Sistrunk rejected the amendment to her original motion.

Alderman Carver then offered a motion to include Section 3. c. *“Any business engaged exclusively in the sale of smoking products that is a stand-alone property and not adjoined or physically connected to another business.”*

Alderman Little seconded the motion to include Section 3. c.

At the request of Alderman Perkins, the City Clerk read the proposed Ordinance including Section 3. c. in its entirety.

The Board the voted as follows on whether to include Section 3. c.:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Nay
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a tied vote, the Mayor voted nay and declared the motion failed.

The Board then voted as follows on the original motion by Alderman Sistrunk, seconded by Alderman Perkins:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

32. CONSIDERATION OF RZ 17-10 A REQUEST TO REZONE THREE LOTS LOCATED AT 106, 108, AND 112 MILL STREET FROM R-2 TO T-5 WITH THE PROPERTY # 101D-00-318.00, 101D-00-319.00, AND 101D-00-321.00.

Upon the motion of Alderman Walker to approve the rezoning based on change in condition of the neighborhood and public need, duly seconded by Alderman Miller, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

33. CONSIDERATION OF RZ 15-05 A REQUEST FOR MODIFICATION OR REMOVAL OF SEVERAL CONDITIONS PLACE ON THE REZONE OF TWO LOTS LOCATED AT 104 AND 105 CAMP AVENUE WITH THE PROPERTY # 101C-00-001.00 AND 101C-00-002.00.

Alderman Walker offered a motion to approve RZ 15-05 request for condition modification by removing conditions 1, 3 and 5. Condition 4 will be revised to read "If the City obtains approval for temporary construction access along the existing utility easement then construction traffic shall use the access for ingress / egress from College View Drive." The motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

34. CONSIDERATION OF PP17-10 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR COMBINING AND SUBDIVIDING SEVERAL LOTS LOCATED AT 104 AND 105 CAMP AVENUE AND 703, 703½, 705 AND 705½ UNIVERSITY DRIVE IN A T5 ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.

Buddy Sanders presented. The applicant, Walker Associates, on behalf of Hal and Mary Ann Fuller, Betty Bell, and Harry Bell, is requesting Preliminary Plat approval for combining and subdividing several lots into 4 lots. The proposed subdivision is named "Veranda at the Cotton District". The proposed subdivision is located in a T5 zoning district. The existing lots in the proposed subdivision are located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive. The subdivision has a gross acreage of +/- 7.34 acres with a total of 4 lots. The proposed development has a gross density of 0.54 lots per acre. Lots 2, 3 and 4 are proposed to be Apartments and will be maintained by the developer. Lot 1 is designed as Residential (Flats) and will also include Commercial/Office space. A total of 312 residential units are being proposed by the developer. 2.79 acres of the proposed preliminary plat are shown as right-of-way for proposed public streets. The applicant will submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants that include sections for common area and storm water facilities maintenance as well as the City's standard hold-harmless indemnification clause required by the City Attorney, shall be submitted prior to application for Final Plat. In addition to this request, the applicant is also requesting a variance from number of building stories, lot width, street width, and sidewalk locations. For this Preliminary Plat to be approved the conditions placed on two of the properties (104 and 105 Camp Avenue) from RZ 15-05 Capital Growth Properties at the February 16, 2016 Board of Alderman meeting, will have to be modified or removed. On September 12, 2017 the Planning and Zoning Commission vote 6-0 to recommend approval of the Preliminary Plat with nine conditions.

Recommended Conditions of Approval by Planning and Zoning Commission

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

Upon the motion of Alderman Carver to approve PP 17-10 as presented with conditions, duly seconded by Alderman Miller, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

35. CONSIDERATION OF VA 17-15 A REQUEST FOR VARIANCE RELIEF FROM STREET WIDTH, SIDEWALK PLACEMENT, LOT DIMENSIONS, AND BUILDING HEIGHT LOCATED AT 104 AND 105 CAMP AVENUE AND 703, 703½, 705 AND 705½ UNIVERSITY DRIVE IN A T5 ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.

Buddy sanders presented. The applicant, Walker Associates, on behalf of Hal and Mary Ann Fuller, Betty Bell, and Harry Bell, is requesting Variance from Street Width, Sidewalk Placement, Lot Dimensions, and Building Height requirements. The applicant is currently in the process of combining and subdividing several lots into four lots for a proposed mixed use development with retail and student housing. The applicant attended a Development Review Committee meeting on August 24, 2017. In addition to this request, the applicant is also seeking preliminary plat approval and modification/removal of conditions place on the rezoning of 104 and 105 Camp Avenue on February 16, 2016. On September 27, 2017 the Board of Adjustment and Appeals voted 4-2 to recommend approval of the Variance request VA 17-15.

31 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News September 7, 2016 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one email requesting information.

A variance may be granted if the following conditions are demonstrated:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
3. That the special conditions and circumstances have not resulted from the actions of the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the board of adjustments and appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

Mayor Spruill opened the Public Hearing and called for public comments.

There being no comments from the public or the Board, the Mayor announced the public hearing closed.

Upon the motion of Alderman Walker to approve VA 17-15 in that he believes there to be significant changes to the

area, the properties on the west side will be disturbed as little as possible, vegetation to be left intact as much as possible and that the four conditions have been met. Alderman Little seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

36. MOTION TO RECESS UNTIL OCTOBER 17, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to recess the meeting until October 17, 2017 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)