MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 21, 2017

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 21, 2017 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Alderman Ben Carver attended telephonically. 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:

Alderman Little requested item X. C. be removed from the agenda in that the item is not ready to go forward at this time.

X. C. DISCUSSION AND CONSIDERATION OF FP 17-07: FINAL PLAT COUNTRY CLUB ESTATES PHASE 3-B, APPROVAL FOR SUBDIVIDING +/- 10.95 ACRE PARCEL INTO 16 LOTS LOCATED AT THE EAST END OF TURNBERRY LANE AND CYPRESS POINT ROAD IN A R-4 ZONE WITH THE PARCEL NUMBER 106 - 14-013.00 WITH REQUESTED CONDITIONS.

Alderman Vaughn requested the following two items be removed from the proposed Consent Agenda:

IX. D. CONSIDERATION OF THE APPROVAL OF A COMPLETE STREETS POLICY.

X. B. CONSIDERATION OF APPROVING A LOCATION FOR A PROTOTYPE TACTICAL URBANISM PROJECT ON UNIVERSITY DRIVE IN FRONT OF THE OKTIBBEHA COUNTY LIBRARY.

There being no objections, these revisions were added to the Agenda.

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the November 21, 2017 Agenda. Mayor Spruill then read the consented items after which the Board voted by roll call vote 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: Yea

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

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

RECESS MEETING OF TUESDAY, NOVEMBER 21, 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 INCLUDING CONSENT ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE OCTOBER 13, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 17, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, AS AMENDED BY ORDINANCE 2017-07, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

B. FIRST PUBLIC HEARING ON AMENDING THE SIGN ORDINANCE 2011-02; CITY OF STARKVILLE CODE APPENDIX A – ZONING/ARTICLE IX- SIGNAGE, TO REFLECT CHANGES TO THE OUTDOOR ADVERTISING SIGN REQUIREMENTS AND BANNER SIGNS FOR SPECIAL EVENTS AND THE VARIANCE PROCESS.

C. PUBLIC HEARING OF EX 17-02 A REQUEST BY JOHN HARTLEIN FOR AN EXCEPTION FOR THE USE OF A POLE SIGN AT SUNDANCE CONDOS IN A R-3 ZONE WITH THE PARCEL NUMBER 102H-00-192.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE CITY OF STARKVILLE ENACTING A BOLLARD PLAN TO FURTHER PROMOTE THE HEALTH, SAFETY AND WELFARE OF ITS CITIZENS.

B. CONSIDERATION OF APPROVING A MAYOR'S MURAL PROGRAM FOR PUBLIC SPACES

IN THE CITY OF STARKVILLE.

C. CONSIDERATION OF APPROVING AN ANNEXATION STUDY AREA AS PRESENTED BY SLAUGHTER AND ASSOCIATES.

D. CONSIDERATION OF THE APPROVAL OF A COMPLETE STREETS POLICY.

E. CONSIDERATION OF THE TRANSFER OF A 2013 FORD EXPLORER VIN# 1FM5K8AR1DGCO6898 FROM STARKVILLE MAYOR INVENTORY TO STARKVILLE PARK AND RECREATION INVENTORY.

X. **BOARD BUSINESS**

A. CONSIDERATION OF AMENDING THE SMOKING ORDINANCE, 2008-08 AS AMENDED BY ORDINANCE 2017-07, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

B. CONSIDERATION OF APPROVING A LOCATION FOR A PROTOTYPE TACTICAL URBANISM PROJECT ON UNIVERSITY DRIVE IN FRONT OF THE OKTIBBEHA COUNTY LIBRARY.

XI. **DEPARTMENT BUSINESS**

A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF TRAVEL FOR MIKE ST. LOUIS TO TRAVEL TO OXFORD, MS FOR THE BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI 2017 WINTER TRAINING MEETING WITH ADVANCE TRAVEL COST NOT TO EXCEED $550.

b. CONSIDERATION OF EX 17-02 A REQUEST BY JOHN HARTLEIN FOR AN EXCEPTION FOR THE USE OF A POLE SIGN AT SUNDANCE CONDOS IN A R-3 ZONE WITH THE PARCEL NUMBER 102H-00-192.00.

c. CONSIDERATION OF FP 17-08 FINAL PLAT APPROVAL FOR SUBDIVIDING +-224.30-ACRE PARCEL INTO 4 LOTS AS PART OF PHASE I OF CORNERSTONE PARK LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF MS HWY 12 W AND MS HWY 25 BYPASS IN A M-1/C-2 ZONE.

A. COURTS
THERE ARE NO ITEMS FOR THIS AGENDA

B. ENGINEERING
THERE ARE NO ITEMS FOR THIS AGENDA.

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 13, 2017 FOR FISCAL YEAR ENDING 9/30/18, 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.

2. REQUEST ACCEPTANCE OF OCTOBER 2017 FINANCIAL STATEMENT.

3. CONSIDERATION OF THE APPROVAL FOR CITY CLERK / CFO LESA HARDIN TO ATTEND THE WINTER EDUCATION MUNICIPAL CLERK AND COMMITTEE SESSION TO BE HELD DECEMBER 13 – 15 IN JACKSON WITH A COST NOT TO EXCEED $400.

D. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. HUMAN RESOURCE DEPARTMENT

1. REQUEST APPROVAL TO HIRE DENISE MARBLE AS A PART TIME SECRETARY IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST APPROVAL TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

F. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

G. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE NEW STARKVILLE PARKS AND RECREATION FIELD USE AGREEMENT FOR SINGLE-DAY AND MULTI-DAY TOURNAMENTS.

2. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS, RECREATION, AND STARKVILLE ACADEMY FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.

3. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS AND RECREATION AND STARKVILLE SOCCER ASSOCIATION FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.

H. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO TRANSFER A 2005 FORD F-150 TO THE CITY OF STARKVILLE SANITATION DEPARTMENT, VIN# 1FTRX12W36NA41549, AND REMOVE FROM THE STARKVILLE POLICE DEPARTMENT'S PROPERTY.

2. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2017 WINTER EDUCATIONAL CONFERENCE, IN STARKVILLE, MS ON DECEMBER 12-15, 2017 AT A COST OF $325.00.

I. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE EQUIPMENT AND SERVICES AT A COST OF $37,725.00 FOR SEDC'S METER DATA MANAGEMENT SYSTEM (MDM) AS PART OF AN ONGOING INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS AT THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.

2. REQUEST AUTHORIZATION TO PURCHASE THE FINAL EQUIPMENT NEEDED AT A TOTAL COST OF $48,340.00 TO COMPLETE CONVERSION TO SEDC'S MULTI-SERVICE PLATFORM, THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.

3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES AND THE CITY OF STARKVILLE TO ENTER INTO AN AGREEMENT WITH GARVER LLC FOR PROFESSIONAL SERVICES.

4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE A TASK ORDER WITH GARVER LLC FOR STUDY AND EVALUATION OF THE SOUTH MONTGOMERY SANITARY SEWER SYSTEM.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL
B. LAND ACQUISITION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 5, 2017 @ 5:30 IN THE COURT ROOM 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 2 – 22:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 13, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the October 13, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 17, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the October 17, 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 NOVEMBER 3, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the November 3, 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 CITY OF STARKVILLE ENACTING A BOLLARD PLAN TO FURTHER PROMOTE THE HEALTH, SAFETY AND WELFARE OF ITS CITIZENS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of
is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVING A MAYOR’S MURAL PROGRAM FOR PUBLIC SPACES IN THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Mayor’s mural program for establishing art projects around public spaces in the City of Starkville” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE TRANSFER OF A 2013 FORD EXPLORER VIN# 1FM5K8AR1DGCO6898 FROM STARKVILLE MAYOR INVENTORY TO STARKVILLE PARK AND RECREATION INVENTORY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the transfer of a 2013 Ford Explorer vin# 1FM5K8AR1DGCO6898 from Starkville Mayor inventory to Starkville park and recreation inventory” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF TRAVEL FOR MIKE ST. LOUIS TO TRAVEL TO OXFORD, MS FOR THE BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI 2017 WINTER TRAINING MEETING WITH ADVANCE TRAVEL COST NOT TO EXCEED $550.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of travel to Oxford, MS for Mike St. Louis to attend the Building Officials Association of Mississippi 2017 Winter Training Meeting with advance travel cost not to exceed $550” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF FP 17-08 FINAL PLAT APPROVAL FOR SUBDIVIDING +-224.30-ACRE PARCEL INTO 4 LOTS AS PART OF PHASE I OF CORNERSTONE PARK LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF MS HWY 12 W AND MS HWY 25 BYPASS IN A

M-1/C-2 ZONE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of FP 17-08 Final Plat approval for subdividing +-224.30-acre parcel into 4 lots as part of Phase I of Cornerstone Park located on the southwest corner of the intersection of MS Hwy 12 W and MS Hwy 25 Bypass in a M-1/C-2 zone with requested conditions" is enumerated, this consent item is thereby approved.

The applicant, Clyde L. Pritchard on behalf of Oktibbeha County Economic Development Authority for Final Plat approval for subdividing a +-224.30 parcel into 4 lots as part of Phase I. The proposed subdivision is named "Cornerstone Industrial Park- Phase 1". The proposed subdivision is located in an M-1/C-2 zone. The proposed subdivision is located on the southwest corner of the intersection of MS Hwy 12 W and MS Hwy 25 Bypass. The Preliminary plat was approved by the Board of Alderman on August 21, 2007. The plat was reviewed at a special call Development Review Committee meeting on November 7, 2017. The Planning and Zoning Commission during a Special Call session voted unanimously to recommend approval of the Final Plat with the following Recommended Conditions:

Request Conditions from the Planning and Zoning Commission:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for M-1 and C-2 dimensions.
3. Erosion control vegetation shall be established on all disturbed areas.
4. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
5. 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 design professional, guaranteeing accuracy.
6. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
7. Approval to vary from the City of Starkville's Code of Ordinances, Chapter 98, Article IV, Section 98-83, Paving and Street Construction that requires the developer provide a bond and maintain the public roadways as part of the Subdivision until 85% of the lots have received a certificate of occupancy. It is proposed to revise the 85% threshold to 17%, which would allow the developer to turn the public roadways over to the City for ownership, and maintenance after the final plat is executed.

10. CONSIDERATION OF ACCEPTANCE OF OCTOBER 2017 FINANCIAL STATEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "acceptance of the October 2017 financial statement" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE APPROVAL FOR CITY CLERK / CFO LESA HARDIN TO ATTEND THE WINTER EDUCATION MUNICIPAL CLERK AND COMMITTEE SESSION TO BE HELD DECEMBER 13 – 15 IN JACKSON WITH A COST NOT TO EXCEED $400.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval for City Clerk / CFO Lesa Hardin to attend the Winter Education Municipal Clerk and Committee Session to be held December 13 – 15 in Jackson with a cost not to exceed $400" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVAL TO HIRE DENISE MARBLE AS A PART TIME SECRETARY IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval to hire Denise Marble as a part time secretary in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a maintenance worker in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF THE APPROVAL OF THE NEW STARKVILLE PARKS AND RECREATION FIELD USE AGREEMENT FOR SINGLE-DAY AND MULTI-DAY TOURNAMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the new Starkville Parks and Recreation Field Use Agreement for single-day and multi-day tournaments" is enumerated, this consent item is thereby approved.

BUILDING A HEALTHIER COMMUNITY

Daily/Tournament Field Usage Agreement
Starkville Parks and Recreation Department

I. FEES and CHARGES for FIELD USAGE:

Fees for field usage for tournaments includes the following charges:

- **A. Field usage fee is $150/day – includes initial game field prep and lights. $150 discount per complex for multi-day use. Mckee, Youth Softball Quad, Adult Softball Quad and the Soccer Complex are the available complexes.**
  - **a. Example: A user requesting the Youth Softball Quad and Adult Softball Quad would pay $1,200 on the first day and $900 on additional days.**
- **B. $250 deposit for each multi-day tournament. $100 deposit for single-day tournament.**
- **C. Hourly, non-prep rental rate is $25/hour during daytime and $50/hour if lights are needed.**
- **D. The deposit must be paid in order to reserve the fields. All rental fees are due five (5) business days in advance of the rental.**
- **E. Restroom service and trash pickup is included in the fee.**
- **F. Additional game preparations are available for $100 per field.**
- **G. In the event of inclement weather that requires on-call staff to do an additional prep outside of standard working hours, the user will be charged for the cost of field supplies and staff time.**

II. BASIC USAGE INFORMATION:

A. The individual or individuals in charge of a tournament must meet with representatives of the Starkville Parks and Recreation Department ("SPARD") - Athletic and Park Operations Staff before the tournament to arrange all tournament and maintenance details (additional maintenance requirements such as additional prep during the tournament will be an extra charge to the user and must be arranged for in advance of the tournament per Section I). Please contact SPARD Director of Recreation and Sports or his/her designee at (662) 323-2294 to set up your meetings.

B. User should make all efforts to assist with trash cleanup. If the facility is damaged, the cost to repair will be deducted from the user's deposit. If the repair amount exceeds the deposit, the user may be charged to cover the cost.

C. The user will pay $150 per concession stand.

D. SPARD reserves the right to require the user to utilize volunteers or user's own employees or agents for all other elements of the tournament.

E. City property is not to be tampered with. Replacement costs for missing or damaged property will be charged to the user. Absolutely no alcoholic beverages or tobacco products are allowed on the fields or in the dugouts at any time.

F. Parking is allowed in designated areas only. Absolutely no vehicles are allowed on the fields or grass without express authorization. If event is utilizing golf carts, SPARD must be notified. Golf carts are not allowed on the fields.

G. Transient Vendor permits must be obtained should the tournament director desire to have souvenir sales available throughout the duration of the tournament. Approval of vendor permits and post-event sales must be obtained from the SPARD Director of Recreation and Sports or his/her designee.

H. **All tournament reservations, including deposit payment, must be made no less than ten (10) business days prior to the event. A tournament is not considered booked until the deposit is paid.**

I. Tentative schedules must be forwarded to the SPARD by the fifth (5th) business day prior to the event with final schedules due at 9:00 a.m. two business days before the event.

J. Scoreboards: Field usages will include availability of scoreboard controllers at no additional cost, if requested by the user.

K. Keys: Keys may be checked out to the scorekeepers tower and concessions stands, if requested. If keys are checked out they must be returned by 12:00 p.m. on the next business day after the tournament concludes.

III. CANCELLATION:

A. SPARD reserves the right to cancel field usage for any of the following reasons:
   1. Weather Conditions – at any time;
   2. Scheduling Conflicts;
   3. Field Conditions; or
   4. Field usage poses an unreasonable risk to the public health, safety or welfare.

B. Should the user choose to cancel the event, the deposit will be refunded per the following schedule:
   1. Three (3) Months or more prior to event - 100% refund
   2. More than one (1) month but less than three (3) months prior to event – 50% refund
   3. Less than one (1) month prior to the event – no refund.
   4. If the user wishes to reschedule the tournament, the request to reschedule must be made in at least one (1) month prior to the tournament date. Failure to do so may result in the user forfeiting its original deposit and having to make another.

IV. SANCTIONING/INSURANCE REQUIREMENTS:
If the event is not sanctioned by an organization or governing body that provides insurance coverage to all participants, the **user is required** to procure and maintain, at its sole cost and expense for the duration of this Usage Agreement, **Commercial General Liability insurance** in the name of the **User,** for limits of not less than **$1,000,000** for **personal injury, death, or property damage to rented property arising out of any one occurrence.** This insurance policy must cover, in addition to the general public, all event staff, as well as their support staff, and any other individual participating in or attending the event for

which the facility is rented. The insurance shall name the City of Starkville as additional insured and contain a waiver of subrogation in favor of the City of Starkville. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. **User** must furnish proof of coverage through a Certificate of Insurance no less than ten (10) business days before the event.

V. ADVANCED RESERVATIONS:
Reservations may be made up to one (1) calendar year in advance. All fees and applicable deposits must be paid according to Section I. (e.g. a reservation for a tournament scheduled for May 30, 2018 may be made beginning May 31, 2017). Usage dates will be booked on a first come, first served basis, and may be subordinate to City-sponsored events.

VI. The Tournament Reservation Application to which this Agreement relates is made a part of this Agreement as if recited in whole herein and is incorporated by reference thereto. In the event of a conflict between this Agreement and the application, the City shall resolve and interpret same.

VII. INDEMNIFICATION
The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

VIII. RELEASE
The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

As the User of the Starkville Athletic Fields(s) and the responsible party for the tournament, I fully understand and agree to adhere to all of the above terms and conditions of this Agreement and all applicable ordinances, resolutions, guidelines, policies, procedures and restrictions throughout the time of my usage/tournament.

____

Signature of User/Authorized Representative **Date**

____

SPARD Signature of Approval **Date**
Director of Recreation and Sports

____

SPARD Signature of Approval **Date**
Director of Maintenance

____

SPARD Signature of Approval **Date**
Director

In keeping with our customer service attitude, we want to meet your needs. We realize not all tournaments are alike in format or structure. If you require further assistance outside the guidelines set forth in this agreement, please do not hesitate to contact our office. We appreciate your support.

In case of a service emergency during office hours please call: SPARD at 662-323-2294. After hours service emergencies contact SPARD On-Call Number at 662-341-0475. For all medical and security emergencies, please contact 911.

Tournament Reservation Application

Official Name of Tournament: ____

Estimated Number of Teams/Participants: _______________Estimated Spectators: _________________

Tournament Entry Fee: ____

Contact Name: _________________________________Contact Phone: ____________________________

Contact Email: _________________________________Tournament Website ______________________

Name and Mailing Address for Deposit return Check:

____

____

____

Month/Day(s): ____

Field(s):

____

____

Do you intend to have Vendors (circle one): YES / NO

Number of Vendors: __________(all must register as a Transient Vendor with the City Clerk's office. Call 662-323-2525 and ask for the City Clerk's office or access the packet online at http://www.cityofstarkville.org/DocumentCenter/View/2294.)

Fees, including deposits: See below schedule.

Deposit **$250 Per Complex for multi-day tournaments, $100 for single-day tournaments**	
Fees	
Field Cost: $150/field x ________ fields =	___________________________________
Inclement weather prep* _________________ =	___________________________________
Non-Prep: $25/hour (day) or $50/hour (lights)	___________________________________
Additional Prep: $100/field x________ fields =	___________________________________
Concessions*: $500 or 10% of sales =	___________________________________
	Total: ____________________________
***Inclement weather prep and Concessions may be paid after the tournament is complete**	

As the User of the Starkville Athletic Fields(s) and the responsible party for the tournament, I fully understand and agree to adhere to all of the above guidelines, policies, procedures and restrictions throughout the time of my usage/tournament.

____

Name, Title **Date**

15. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS AND RECREATION AND STARKVILLE ACADEMY FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the new Service Provider Agreement between Starkville Parks and Recreation and Starkville Academy for use of fields at the Starkville Sportsplex" is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS AND RECREATION AND STARKVILLE SOCCER ASSOCIATION FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the new Service Provider Agreement between Starkville Parks And Recreation and Starkville Soccer Association for use of fields at the Starkville Sportsplex is enumerated, this consent item is thereby approved.

STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE ACADEMY,** herein after referred to as the “User."

ARTICLE I
GENERAL TERMS

1.01 This Agreement shall be in effect for the duration of the 2017-2018 Starkville Academy Girls’ and Boys’ Soccer Seasons. The City will permit the User to use one multiuse field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the “Facility” for the purposes of practices and games for the Starkville Academy Boys’ and Girls’ Soccer teams. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are attached at end of the agreement and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

(a) One-thousand five-hundred and no/100 Dollars ($1,500.00).

1.04 The User agrees that it will be solely responsible for the following items:

(a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility

(b) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(c) Paying for all damages related to and arising out of use of the Facility by the User

(d) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary

(b) Cleaning and stocking of restrooms

(c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the User

(d) General grounds maintenance of Facility and City-installed equipment

(e) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

ARTICLE II
INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **$1,000,000** for **personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City ***before*** any use of the Facility commences.

ARTICLE III
NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV
USE OF FACILITY KEYS

The City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V
REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI
SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- **(a)** Dates and times of scheduled games and practices
- **(b)** Identification of field(s) to be used

(c) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.

(d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII
SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII
CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User’s activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User’s state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User’s activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX
INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party.   It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X
RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV
MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS
1. Schedule of activities
2. User's Certificate of Insurance

STARKVILLE ACADEMY	**CITY OF STARKVILLE**
By:______________________________	By:______________________________ Mayor
Printed Name:______________________	Date:__________________
Title:_____________________________	**APPROVED:**
Date:__________________	______________________________ City Attorney Date:__________________

STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE SOCCER ASSOCIATION**, a Mississippi **Nonprofit** herein after referred to as the "Association".

WHEREAS, the Association provides a form of recreation for the City of Starkville and the Oktibbeha County area; and

WHEREAS, the City desires to assist in providing such form of recreation to area residents;

NOW, THEREFORE, for and in consideration of the mutual promises recited herein, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 The term “Association” shall mean an entity organized under the laws of the State of Mississippi whose main purpose is to participate in athletic league games against athletic teams in the same athletic league at City Facilities. The Association shall offer divisions in age groups that adequately meet the needs of the community. If an age group is not offered but requested by the community, the Association shall make all efforts to add the requested age group in future seasons.

1.02 The term “City Facility or City Facilities or Facility” shall mean any athletic fields owned and operated by the City of Starkville.

1.03 The Term “Participant” shall mean any person whether individually or as part of a team that takes part in the Association’s activities.

1.04 The term “Participant Fee” shall mean any consideration paid on the basis of individual registration.

ARTICLE II
GENERAL TERMS

2.01 This Agreement shall be in effect for a period of one (1) year. The City will permit the Association to use all necessary fields at the Starkville Sportsplex, located at 405 Lynn Lane, Starkville, MS 39759 for the purpose of organizing and implementing athletic leagues for practices and games to be played on City Facilities. While primary use by the Association shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities located at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time without cause with Thirty (30) days notice.

2.02 The schedule of facilities dates and times are attached and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

2.03 In exchange for the above-referenced use of the Facility, the Association shall pay the City a participant fee in the amounts described below for each individual Season of play (e.g. Fall, Spring, Summer, etc.):

(a) Fifteen and no/100 Dollars ($_15.00____) per player.

2.04 Participant fees as defined in paragraph 2.03 are to be paid within 30 days of registration..

2.05 The Association agrees that it will be solely responsible for the following items:

(a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility

(b) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(c) Paying for all damages related to and arising out of use of the Facility by the Association

(d) Assisting with minor soccer net repairs including, but not limited to, usage of zip ties to affix the soccer net to the goal frame.

2.06 To maintain order and safety, the Association will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

2.07 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary

(b) Cleaning and stocking of restrooms

(c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the Association

(d) General grounds maintenance of Facility and City-installed equipment

(e) Determining whether the Facility will be open or closed for the Association's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The Association agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

2.08 The Association is prohibited from using personal equipment to perform maintenance on any City facilities.

2.09 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

2.10 The Association is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the Association.

2.11 The Association acknowledges that the City may enter into agreements with other Associations, groups or other entities for use of City facilities, including the Starkville Sportsplex. The Association will make all efforts to accommodate requested adjustments to their schedule. The City shall have final say on scheduling of all facilities for any Associations, groups or other entities that request use.

2.12 In order for any individual to be eligible for a Board of Directors' position with the Association, they must have a minimum of one child that is an active participant in programs offered by the Association.

ARTICLE III
INSURANCE REQUIREMENTS

3.01 During the term of this Agreement, the Association shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the Association, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **$1,000,000** for **personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The Association's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the Association's insurance and shall not contribute to it.

3.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and is attached. Updated certificates of insurance shall also be provided by Association to the City at the start of each season.

ARTICLE IV
NON-DISCRIMINATION CLAUSE

The Association hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE V
USE OF FACILITY KEYS

The City will issue key(s) to the Association for and during the use of the Facility. The keys may not be reproduced or duplicated by the Association. The Association agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the Association, the Association agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE VI
REPAIRS AND DAMAGES TO FACILITIES

The Association agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the Association. This applies, but not limited, to any and all persons associated with the Association who use the Facility or who attend the Association’s events at the Facility during the term of the Agreement. The Association agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VII
OFFICERS' NAMES AND SCHEDULE OF ACTIVITIES

7.01 The Association agrees to provide a list of all officers and other persons who will be in charge of the activities engaged in by the Association during the use of the Facility. The Association also agrees to provide addresses and phone numbers for the above-referenced persons. This list of names, addresses, and phone numbers must be provided to the City prior to the beginning of the term of the Agreement and updated as necessary, included at the beginning of each new Season of play.

7.02 The Association must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. A Facility Permit will not be issued until all requested information is timely received by the City. This schedule of activities must include the following information:

(a) Dates and times of scheduled games and practices
(b) Identification of field(s) to be used
(c) Team names
(d) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
(e) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

7.03 The Association shall provide the City, as requested, access to the rosters of all participants, listing where the participants are domiciled within thirty (30) days after the beginning of each playing Season. Any additions or changes to any rosters shall be made available if requested by the City within two (2) weeks of those changes having been made.

ARTICLE VIII
RESIDENT POLICY

All City of Starkville recreation programs and facilities are designed to benefit the Starkville community first. Residents may be charged a discounted fee for certain activities or for use of certain facilities.

ARTICLE IX
SAFETY PROCEDURES

The Association hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The Association, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE X
CRIMINAL BACKGROUND CHECKS

The Association shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the Association's youth activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The Association shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the Association's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the Association shall prohibit that individual from serving in any official capacity with the

Association's activities. Additionally, the Association shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE XI
INDEMNIFICATION

The Association shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the Association. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Association, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE XII
RELEASE

The Association hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the Association's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIII
FINANCIAL RECORDS

13.01 The Association shall employ financial management systems that reasonably safeguard its financial resources and ensure that public facilities are not being used to generate profits for individuals or groups. Financial records should be developed and maintained in a way that is accessible and understandable to program participants.

13.02 The City shall have the right to review all financial records relating to the operation of the Association and its activities and operations that take place on City facilities. Such records should be maintained in accordance with generally acceptable accounting principles and be submitted to the City within ten (10) days of request.

ARTICLE XIV
MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the Association without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

A. Schedule of activities
B. Association Insurance Certificate

STARKVILLE SOCCER ASSOCIATION

By:___________________________________

Printed Name:__________________________

Title:_________________________________

Date:____________________

CITY OF STARKVILLE

By:___________________________________
Mayor
Date:____________________

APPROVED:

____
City Attorney
Date:____________________

17. REQUEST AUTHORIZATION TO TRANSFER A 2005 FORD F-150 TO THE CITY OF STARKVILLE SANITATION DEPARTMENT, VIN# 1FTRX12W36NA41549, AND REMOVE FROM THE STARKVILLE POLICE DEPARTMENT'S PROPERTY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the transfer of a 2005 Ford F-150 to the City of Starkville Sanitation Department, VIN# 1FTRX12W36NA41549, and remove from THE Starkville Police Department Inventory" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2017 WINTER EDUCATIONAL CONFERENCE, IN STARKVILLE, MS ON DECEMBER 12-15, 2017 AT A COST OF $325.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of Chief R. Frank Nichols to attend the 2017 Winter Educational Conference, in Starkville, MS on December 12-15, 2017 at a cost of $325.00" is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO PURCHASE EQUIPMENT AND SERVICES AT A COST OF $37,725.00 FOR SEDC'S METER DATA MANAGEMENT SYSTEM (MDM) AS PART OF AN ONGOING INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS AT THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval to purchase equipment and services for SEDC's Meter Data Management System (MDM) at a cost of $37,725.00 as part of an ongoing interface between our AMI and Billing systems at the lower of two computer quotes and sole source software" is enumerated, this consent item is thereby approved.

Comparison of quotes received:

Dell PowerEdge R630 with RD 1000 - $ 11,884.37
SEDC Dell PowerEdge R630 with RD 1000 - $11,625.00

SEDC Software upgrades compatible with current software and backup media - $ 26,100.00

20. CONSIDERATION TO PURCHASE THE FINAL EQUIPMENT NEEDED AT A TOTAL COST OF $48,340.00 TO COMPLETE CONVERSION TO SEDC'S MULTI-SERVICE PLATFORM, THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval to purchase the final equipment needed to complete conversion to SEDC's Multi-Service Platform at a total cost of $48,340.00 from SEDC (Southeastern Data Cooperative, Inc.), the lower of two computer quotes and sole source software" is enumerated, this consent item is thereby approved.

Comparison of quotes received:

Dell PowerEdge R730 - $ 11,419.38
SEDC Dell PowerEdge R730 - $10,800.00

SEDC Software upgrades compatible with current software and backup media - $ 37,540.00

21. CONSIDERATION FOR STARKVILLE UTILITIES AND THE CITY OF STARKVILLE TO ENTER INTO AN AGREEMENT WITH GARVER LLC FOR PROFESSIONAL SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of Starkville Utilities and the City of Starkville to enter into an agreement with Garver LLC" is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE A TASK ORDER WITH GARVER LLC FOR STUDY AND EVALUATION OF THE SOUTH MONTGOMERY SANITARY SEWER SYSTEM.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval for Starkville Utilities to initiate a task order with Garver LLC for study and evaluation of the South Montgomery Sanitary Sewer System" is enumerated, this consent item is thereby approved.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
Starkville Utilities
Starkville, Mississippi
Project No. 16138100

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES is made by and between Starkville Utilities of Starkville, Mississippi hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner owns and operates a municipal water and wastewater infrastructure system consisting of water treatment, water distribution, wastewater treatment, and wastewater collection.

Garver customarily provides planning, engineering, surveying, and program management services related to these improvements.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER will perform professional services as requested by the Owner. The terms of each work assignment or project will be defined and agreed upon by the Owner and GARVER and represented in the form of a written Task Order.

SECTION 3 - PAYMENT

For the work described in each Task Order, except as otherwise agreed to in writing by the Owner and Garver, the Owner will pay Garver in accordance with the terms written in the Task Order Agreement referencing this Master Services Agreement. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within

60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased in accordance with the terms written in the Task Order Agreement referencing this Master Services Agreement.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property when requested.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not, unless defined within a Work Order, provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	$1,000,000.00
Professional Liability	$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

5.7 Design without Construction Phase Services

Unless otherwise stipulated in Work Orders, it is understood and agreed that GARVER's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability – Not Used

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.

5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is an Mississippi Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Mississippi.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
  8.1.1 Appendix A – Sample Task Order

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

STARKVILLE UTILITIES	GARVER, LLC
By: ____________________ *Signature*	By: ____________________ *Signature*
Name: ____________________ *Printed Name*	Name: Brian Shannon, PE *Printed Name*
Title: ____________________	Title: Vice President
Date: ____________________	Date: October 25, 2017
Attest: ____________________	Attest: ____________________

TASK ORDER #1
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (Owner) and Garver, LLC (Garver), dated ________________________________ ("Agreement"), Owner and Garver agree as follows:

1. **Specific Project Title:** South Montgomery Sanitary Sewer Evaluation Survey (SSES) Study

2. **Description:** This task order is associated with the study of the South Montgomery sewer system. For purposes of this Task Order #1, the South Montgomery sewer system is defined as all gravity sewer and pumped systems that flows into the Country Club lift station. The service area is generally defined as an area north of the lift station from Fairway Drive in the south to Laurel Hill Drive in the north. It is bounded by South Montgomery Street to the west (with the exception of one development) and the Starkville Country Club golf course to the east. The service area includes approximately 25,000 linear feet of sanitary sewer pipe and approximately 92 manholes.

3. **Scope of Services:** In accordance with the Master Services Agreement; and as described in this Task Order, the services to be performed consist of performing a study of the South Montgomery collection system. Furthermore, Garver will provide a report indicating recommended improvements to the system to reduce inflow and infiltration (I/I) or to increase capacity. Garver will perform the following services:

    a. Perform a flow monitoring study of the system in conjunction with Starkville Utility staff. This will include the placement of 2 flow monitors for a period of three months or until sufficient dry and wet weather events have occurred. Should the occurrence of wet weather events be insufficient during the time period, a supplemental agreement will be required to extend the length of the flow study. Should ample dry and wet weather events occur during the period, these flow monitors may be relocated to further narrow potential major sources of I/I. The flow monitoring study will also include the placement of a rain gauge for the same duration. Upon completion of the flow monitoring, a technical memorandum (TM#1) will be produced and delivered to Starkville Utilities. The flow monitoring is intended to identify the sub system, which contributes the highest I/I so detection and remediation may be targeted in those areas.

       Garver will work with Starkville Utilities' crews to provide locations to place flow monitors that Starkville owns. Starkville Utilities' staff will maintain the flow meters, download data, and provide flow information to Garver. Starkville Utilities will also provide a rain gauge and measurements to Garver to allow Garver to correlate rain durations and intensity to flows.

    b. Perform smoke testing on approximately 15,000 feet of pipe (60% of the service area). The smoke testing will be performed upon completion of the flow monitoring and performed during a dry period as that will yield the best results. Garver will work with and instruct Starkville Utilities as to the location the smoke testing should occur, the method of which to do so, and the field notes that should be provided. Starkville Utilities' will perform actual smoke testing with guidance from Garver. The smoke testing should take about one week to perform and will include multiple set ups (20-30) of isolated introduction of smoke into the collection system. Public notification is critical in this process. Starkville Utilities will print and distribute smoke testing notices to affected homeowners and should provide notification to police, fire, or any other city department it deems necessary. Social media posts are also recommended a week prior to the smoke testing activities. Upon completion of the smoke testing by

Starkville Utilities, a technical memorandum (TM#2) will be produced by Garver and delivered to Starkville Utilities indicating the results of the testing.

c. Perform closed circuit television (CCTV) inspection of the collection system. The CCTV inspection will be performed on approximately 10,000 linear feet (40%) of the collection system. The CCTV inspection will include pipeline defect identification and assessment as standardized by the National Association of Sewer Service Companies (NASSCO) through Pipeline Assessment Certification Program (PACP). The PACP coding will provide Garver and Starkville Utilities with a standard method of identifying, evaluating, and managing the CCTV information. Starkville Utilities will perform the CCTV inspections with their crews. Starkville Utilities will provide PACP coding reports to Garver upon completion of the CCTV work. With this information, defensible recommendations for the ranking and prioritization of collection system rehabilitation and replacement alternatives can be developed. Upon completion of the CCTV inspection, Garver will produce a technical memorandum (TM#3) summarizing the results of the inspections.

d. Based on the results of TM's #1 - #3, Garver will produce a Final Report recommending corrective measures, construction approaches, opinion of probable construction costs (OPCC), and proposed schedules to perform design, bidding, and construction of selected improvements.

The scope for these services is authorized for execution under this Task Order. The scope for Additional Services may be authorized at a later time under separate task orders to the Master Agreement.

5. **Client's Responsibilities:** As indicated in Master Agreement. Starkville Utilities will provide their staff to perform fieldwork associated with this project. The field work provided by Starkville consists of the following elements:

a. Flow monitoring. Starkville Utilities will provide flow monitors and their staff will install, maintain, download flow data, and provide information to Garver.

b. Smoke Testing. Starkville Utilities will provide all smoke testing equipment and perform smoke testing necessary. Starkville will also provide all notification to affected customers.

c. CCTV Inspections. Starkville Utilities will perform CCTV inspections and provide Garver with CCTV reports in PACP format on sections of the collection system chosen to be televised.

6. **Schedule:** Garver will begin work within thirty (30) days from the effective date of this Task Order and complete the project within the following schedule:

Work Item	Completion Time
Begin Work	30 days from Task Order execution
Flow Monitoring / TM #1	120 days from Begin Work
Smoke Testing / TM #2	150 days from Begin Work
CCTV Inspection / TM #3	150 days from Begin Work
Final Report	180 days from Begin Work

7. **Payment to Engineer:**

a. Garver proposes to perform this project on an hourly basis plus applicable job charges with **not to exceed** amounts for each separate task shown below. The total compensation to Garver for the services identified by this Task Order shall be as indicated in the table below:

Work Item	Fee
Flow Monitoring / TM #1	$14,000
Smoke Testing / TM #2	$9,000
CCTV Inspection / TM #3	$10,000
Final Report	$25,000
Total	$58,000

As such, Garver will invoice for the project monthly based upon the hours worked on the project for the total Not-to-Exceed amount of $58,000.

b. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.

8. **Subconsultants:** Garver will not utilize any subconsultants on this project. Garver will work with Starkville and manage their crews in a manner such that we would manage our subconsultants.

9. **Other Amendments to Master Agreement:** None.

10. **Attachments:** Garver hourly rate schedule.

Approval and Acceptance

Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the Client.

The Effective Date of the Task Order is ______________________, 2017.

Client:	Engineer:
STARKVILLE UTILITIES	GARVER
______________________	______________________
Signature	Signature
______________________	Brian Shannon, PE
______________________	Vice President

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced two new Firemen: Bethany Allen Weeks and Steven Lane.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted with the new time and upcoming holidays people needed to be more careful. He also warned of people impersonating police officers.

Police Chief Nichols encourage citizens to only pull over in well lite areas. Officers are trained and prepared for people to drive to lighted areas before pulling over.

Jason Roberson, President of the Mayor's Youth Council, thanked the Mayor and City Officials for their support and asked for all to work together to make Starkville an even better place for all.

Bob Rogers, inquired as to the annexation study and asked that all aspects such as infrastructure and safety be included.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, AS AMENDED BY ORDINANCE 2017-07, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

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 and that comments be limited to the proposed exemption only.

Offering comments in support of amending Ordinance 2008-08 as amended by Ordinance 2017-07: Joseph Enfinger and Mike Jeffcoats.
Offering comments in opposition of amending Ordinance 2008-08 as amended by Ordinance 2017-07: Robert McMillian.

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

FIRST PUBLIC HEARING ON AMENDING THE SIGN ORDINANCE 2011-02; CITY OF STARKVILLE CODE APPENDIX A – ZONING/ARTICLE IX- SIGNAGE, TO REFLECT CHANGES TO THE OUTDOOR ADVERTISING SIGN REQUIREMENTS AND BANNER SIGNS FOR SPECIAL EVENTS AND THE VARIANCE PROCESS.

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 2011-02: None.
Offering comments in opposition of amending Ordinance 2011-02: Mark Baker of Lamar Companies asked that the re-permitting requirement be reconsidered and that the terms "abandonment / obsolete" be defined in section G.2.

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

PUBLIC HEARING OF EX 17-02 A REQUEST BY JOHN HARTLEIN FOR AN EXCEPTION FOR THE USE OF A POLE SIGN AT SUNDANCE CONDOS IN A R-3 ZONE WITH THE PARCEL NUMBER 102H-00-192.00.

Daniel Havelin and Emily Corbin presented EX 17-02. The applicant has placed, without a sign permit, a pole sign at the entrance to Sundance Condos. Pole signs are not allowed in any zone with the City. City staff became aware of the sign and notified the applicant that the sign was not compliant with City code. The applicant requested an Exception to continue using the pole sign.

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

John Hartlein, the applicant, apologized for not realizing it was considered a pole sign and not obtaining a sign permit before constructing. He asked that the Board recognize the quality of the wooden and stone sign and allow this exemption.

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

23. CONSIDERATION OF APPROVING AN ANNEXATION STUDY AREA AS PRESENTED BY SLAUGHTER AND ASSOCIATES.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, to approve an annexation study area as presented by Slaughter and Associates, the Board voted by roll call vote 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed. A map of the study area will be placed on the City's web site.

24. CONSIDERATION OF RESOLUTION TO ADOPT A "COMPLETE STREETS" POLICY.

Mayor Spruill explained the purpose of the proposed Resolution to adopt this policy was to commit the community to be pedestrian and handicap accessible to everyone as a step in Starkville remaining a Healthy Hometown designated city. Upon the motion of Alderman Little, duly seconded by Alderman Walker, to approve a Resolution adopting a "Complete Streets" Policy as presented, the Board voted by roll call vote 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: Yea

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

A RESOLUTION TO ADOPT A "COMPLETE STREETS" POLICY IN THE CITY OF STARKVILLE

WHEREAS, the City of Starkville policy as stated in the Comprehensive Plan is to reduce the number of car trips, increase energy efficiency, and encourage walking and bicycling as safe, convenient and widely available modes of transportation for all people; and

WHEREAS, increasing walking and bicycling offers the potential for improved health, reduced traffic congestion, a more livable community, and more efficient use of road space and resources; and

WHEREAS, the Complete Streets guiding principle is to design, operate and maintain streets to promote safe and convenient access and travel for all users, including residents who do not or cannot drive, such access to include sidewalks, bicycle paths, multi-use paths, vehicle lanes, and transit stops; and

WHEREAS, other jurisdictions and agencies nationwide have adopted Complete Streets legislation including the U.S. Department of Transportation, the state of Tennessee, and communities in Alabama, Arkansas and Mississippi; and

WHEREAS, the City of Starkville will implement Complete Streets policy by designing, operating and maintaining the transportation network to improve travel conditions for bicyclists, pedestrians, cars, transit and freight in a manner consistent with, and supportive of, the surrounding community; and

WHEREAS, the City of Starkville recognizes the number of cost-effective improvements to existing roads that can increase access and safety, including crosswalks, bicycle lanes, signage, bulb outs, on-street parking, adding landscaping including trees, and improving the signalization of traffic lights; and

WHEREAS, the City of Starkville will implement policies and procedures with the construction, reconstruction or other changes of transportation facilities to support the creation of Complete Streets including capital improvements, re-channelization projects and major maintenance, recognizing that all streets are different and in each case user needs must be balanced;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF STARKVILLE AS FOLLOWS:

Section 1. The City of Starkville will support the city staff as they plan for, design and construct all new City transportation improvement projects to provide wherever possible appropriate accommodation for pedestrians, bicyclists, motorists, and persons of all abilities, while promoting safe operation for all users, as provided for below.

Section 2. The City of Starkville recognizes the importance of sidewalks and bicycle paths and will incorporate the Complete Streets principles as follows:

1) Wherever reasonably possible, a 4' wide paved shoulder shall be included with construction of all new roadways constructed or with the resurfacing or reconstruction of a roadway when roadways traffic is greater than 1,000 vehicles per day. Paved shoulders have safety and operational advantages for all road users in addition to providing a place for bicyclists and pedestrians.

2) Sidewalks, shared use paths, street crossings (including over and under passes), pedestrian signals, signs, street furniture, transit stops, and other facilities, shall be designed, constructed, operated, and maintained so that all pedestrians, including people with disabilities, can travel safely and independently as much as feasibly possible.

3) Bicycle and pedestrian ways shall be established in new construction and reconstruction projects undertaken by the City of Starkville in keeping with the proposals of the Comprehensive Plan unless one or more of these conditions exist: a) Bicyclists or pedestrians are prohibited by law from using the roadway. In this instance, a greater effort may be necessary to accommodate bicyclists and pedestrians elsewhere within the right of way or within the same transportation corridor. b) The cost of establishing bikeways or walkways would be excessively disproportionate to the total cost of the transportation project. "Excessively disproportionate" is defined as exceeding twenty percent of the total cost. In such case, the entity developing or redeveloping the road may choose to include bicycle and/or pedestrian ways although they would not be required. c) Severe topographic or natural resource constraints exist that preclude expanding roadway paving without incurring excessive costs. d) There is very low population density and scarcity of residents or other factors indicate an absence of present and future need.

Section 3. Complete Streets principles will not apply where extraordinary circumstances exist, such as:

1) During ordinary maintenance activities designed to keep assets in serviceable condition (e.g., mowing, cleaning,

sweeping, spot repair and surface treatments such as chip seal, or interim measures on detour or haul routes);
2) Where the Board of Aldermen issues a documented exception concluding that application of Complete Street principles is inappropriate because it would be contrary to public benefits or safety;
3) Where other parallel accommodation exists; or
4) Where there is a demonstrated absence of present and future need.

Section 4. Complete Streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance activities over time. It is the Mayor's and Board of Aldermen intent that all potential sources of transportation funding be considered to implement Complete Streets. The City of Starkville believes that maximum financial flexibility is important to implement Complete Streets principles.

Section 5. The City of Starkville will use a flexible and context sensitive design approach for Complete Streets informed by guidance from the American Association of State Highway Officials (AASHTO), Mississippi and other State Departments of Transportation, the Institute of Transportation Engineers (ITE), the National Association of City Transportation Officials (NACTO), the Americans with Disabilities Act (ADA), the Public Right-of-Way Accessibility Guidelines (PROWAG), and other design standards.

Section 6. The City of Starkville is dedicated to working together with the Mississippi Department of Transportation, The Oktibbeha County Board of Supervisors, and Mississippi State University to incorporate the Complete Streets policies in areas where City, County, and/or University roads and pathways overlap.

25. CONSIDERATION OF AMENDING THE SMOKING ORDINANCE, 2008-08 AS AMENDED BY ORDINANCE 2017-07, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Perkins, to deny the proposed amendment for a smoking exemption contained in proposed Section 3 (c) of the City's Smoking Ordinance 2008-08, as amended by Ordinance 2017-07, Chapter 82, Article IV, Code Sections 82-91, the Board voted by roll call vote 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: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

26. CONSIDERATION OF APPROVING A LOCATION FOR A PROTOTYPE TACTICAL URBANISM PROJECT ON UNIVERSITY DRIVE IN FRONT OF THE OKTIBBEHA COUNTY LIBRARY.

Alderman Walker and Mayor Spruill presented ideas and sample photos for a "pop up park" to be located on University Drive in front of the Oktibbeha County Library. Upon the motion of Alderman Sistrunk to approve a prototype tactical urbanism project on University Drive, duly seconded by Alderman Miller, the Board voted by roll call vote 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: Yea

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

Alderman Carver asked to exit the meeting at this time.

27. CONSIDERATION OF EX 17-02 A REQUEST BY JOHN HARTLEIN FOR AN EXCEPTION FOR THE USE OF A POLE SIGN AT SUNDANCE CONDOS IN A R-3 ZONE WITH THE PARCEL NUMBER 102H-00-192.00.

Alderman Sistrunk offered a motion to deny EX 17-02 on a finding that the City's sign ordinance is a comprehensive and balanced system of signage to improve and enhance the aesthetic environment of the city and to avoid visual clutter that is potentially harmful to traffic and the appearance of the community, and that no reason exists to grant the exception, and that doing so would be inconsistent with the purpose and intent of the sign ordinance, which was duly seconded by Alderman Miller. Alderman Little noted that while the sign is very nicely done and thanked Mr. Hartlein for designing such a nice sign, the Board must be consistent with the existing ordinance. The Board then voted as follows:

Alderman Ben Carver Voted: Absent
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: Yea

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

28. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 13, 2017 FOR FISCAL YEAR ENDING 9/30/18.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments as of November 13, 2017 for fiscal year ending 9/30/18, acknowledging that the City Clerk has attested and certified on the record, 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, the Board voted as follows:

Alderman Ben Carver Voted: Absent
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: Yea

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

General Fund	001	$ 384,716.61
Restricted Police Fund	002	
Restricted Airport Fund	016	30,979.64
Airport Fund	015	18,341.58
Sanitation	022	88,934.45
Landfill	023	3,805.76

Computer Assessments	107	23,135.91
Park and Recreation	375	16,374.00
Trust and Agency	610	63,655.79
Industrial Park Bond	303	
Economic Dev, Tourism & Conv	630	181,373.97
Sub Total Before Utilities		$ 811,317.71
Utilities Dept.	SED	1,388,049.61
Total Claims	Total	$ 2,199,367.32

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

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

Alderman Ben Carver Voted: Absent
Alderman 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: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

30. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF THE SPECIFIC JOB PERFORMANCE OF AN EMPLOYEE IN THE POLICE DEPARTMENT AND POTENTIAL LAND ACQUISITION FOR EXPANDING THE CITY'S PARK PROPERTY.

Alderman Little offered a motion to enter Executive Session for the purpose of discussion of the specific job performance of an employee in the Police Department and potential land acquisition for expanding the City's park property on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

Alderman Ben Carver Voted: Absent
Alderman 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: Yea

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion of the specific job performance of an employee in the Police Department and potential land acquisition for expanding the City's park property on a finding that the proposed topic qualified for Executive Session.

At this time the Board entered Executive Session.

31. A MOTION TO RETURN TO OPEN SESSION.

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

Alderman Ben Carver	Voted: Absent
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: Yea

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

32. A MOTION TO TERMINATE STARKVILLE POLICE OFFICER PEDRO YEAR.

Upon the motion of Alderman Perkins, duly seconded by Alderman Walker, to accept Chief Nichol's recommendation for termination of Starkville Police Officer Pedro Yera, effective immediately, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
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: Yea

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

33. A MOTION TO AUTHORIZE THE CITY TO SEEK APPRAISALS ON THE FOLLOWING PARCELS SOUTH OF THE SPORTSPLEX TO DETERMINE JUST COMPENSATION AND FAIR MARKET VALUE FOR POTENTIAL USE AS SPORTS FIELDS: 102N-00-010.01, 102N-00-010.00, 102N-00-022.00, AND 102N-00-016.00.

Upon the motion of Alderman Little, duly seconded by Alderman Perkins, to authorize the City to seek appraisals on the following parcels south of the Sportsplex to determine just compensation and fair market value for potential use as sports fields: 102N-00-010.01, 102N-00-010.00, 102N-00-022.00, and 102N-00-016.00, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
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: Yea

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

34. MOTION TO ADJOURN UNTIL DECEMBER 5, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

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

Alderman Ben Carver	Voted: Absent
Alderman 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: Yea

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)