**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
July 17, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 17, 2018 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Alderman David Little appeared telephonically. Attending the Board were City Clerk / CFO 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 Perkins asked that the July 3, 2018 minutes and item IX. A. Wildflower Trails of MS be removed from consent. He also asked to change and to add to consent item XIV. A. Appointment of Gerry Logan at a salary of $70,000 to consent. Alderman Carver objected and the item was not changed.

Alderman Perkins asked to remove Item XII. Executive Session and to only have the one Executive Session – Item XVIII.

There being no additional objections to the changes, the Mayor called for a motion to approve the agenda with consented items.

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

Alderman Carver offered a motion, duly seconded by Alderman Sistrunk, to approve the July 17, 2018 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: 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, JULY 17, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED
Alderman David Little is scheduled to appear telephonically

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JUNE 19, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JUNE 29, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JULY 3, 2018 REGULAR 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 AND CONSIDERATION OF UPDATING CHAPTER 62 – FLOODS, ARTICLE II – FLOOD DAMAGE PREVENTION OF THE CODE OF ORDINANCES, CITY OF STARKVILLE, MISSISSIPPI, TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CFR REQUIREMENTS.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF BECOMING AN AFFILIATE WITH THE WILDFLOWER TRAILS OF MISSISSIPPI PROGRAM AND ESTABLISHING WILDFLOWER TEST AREAS WITHIN THE RIGHT-OF-WAY OF STARKVILLE, MISSISSIPPI.

X. BOARD BUSINESS

A. CONSIDERATION OF APPOINTMENT OF DIRECTOR OF PARKS AND RECREATION.

B. DISCUSSION AND CONSIDERATION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

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 A CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE CARL SMALL TOWN CENTER /MISSISSIPPI STATE UNIVERSITY TO COMPLETE A DOWNTOWN STARKVILLE DESIGN PROJECT.

   b. CONSIDERATION OF THE APPOINTMENT OF PETE MELBY, THE SOLE APPLICANT, FOR THE VACANCY ON THE STARKVILLE TREE ADVISORY BOARD FOR A FOUR-YEAR TERM TO BEGIN ON JULY 18, 2018.

   c. DISCUSSION AND CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER–MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

   d. RESOLUTION GIVING THE CONSULTING FIRM OF FARMER – MORGAN THE AUTHORIZATION TO FILE A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT APPLICATION FOR THE CITY.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE ARC MILL STREET IMPROVEMENT PROJECT, ACCEPTING THE LOW BID FROM PHILLIPS CONTRACTING AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT CONTINGENT UPON APPROVAL OF ARC FUNDING.

2. CONSIDERATION OF APPROVAL OF ADDITIONAL LOCAL MATCHING FUNDS TOTALING $7,894 FOR THE APPALACHIAN REGIONAL COMMISSION (ARC) MILL STREET IMPROVEMENT PROJECT.

3. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE CARVER DRIVE AND LONG STREET INTERSECTION.

4. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE WILLOW ROAD AND SYCAMORE ROAD INTERSECTION.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 10, 2018 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, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF JUNE FINANCIAL REPORTS.

3. CONSIDERATION OF LOW BID FROM TRUSTMARK CORPORATION IN THE AMOUNT OF $193,500 OVER SIX YEARS AT 3.43% INTEREST FOR THE LEASE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO BE USED BY STARKVILLE STREET DEPT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE WORK OUT EQUIPMENT FROM ROGUE EQUIPMENT, THE LOWER AND BEST QUOTE, FOR FIRE STATION 2, IN THE AMOUNT OF $23,975.43 WITH FUNDS FROM THE BLUE CROSS BLUE SHIELD HEALTHY YOU GRANT AT NO COST TO THE CITY.

2. REQUEST PERMISSION TO PURCHASE A SCBA EQUIPMENT FROM SUNBELT FIRE TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF $7,387.89, AT STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.

3. REQUEST PERMISSION TO PURCHASE A SCBA COMPRESSOR SYSTEM FROM CENTRAL ALABAMA TRAINING SOLUTION TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF $61,255.00, STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE WILL SIMON AS A CERTIFIED POLICE OFFICERS FOR THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE KRIS KEEL AS THE OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR THE ACCOUNTING MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

5. CONSIDERATION OF APPROVAL TO SELECT TYLER EXCUTIME AS SOLE SOURCE COMPATIBLE SOFTWARE WITH CURRENT PAYROLL AT A COST OF $40,589.00 AND FRONTLINE AS THE LOWER QUOTE FOR JOB APPLICATION AND SCHEDULING SOFTWARE AT A COST OF $10,700.00.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE COWBOYS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.

2. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE SAINTS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER A LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MISSISSIPPI FOR TWO HARLEY DAVIDSON MOTORCYCLES.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR THE JULY 1, 2018 THROUGH DECEMBER 31, 2018 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – WATER DIVISION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL
B. PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL AUGUST 7, 2018 @ 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 – 25:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 19, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 19, 2018 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 JUNE 29, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 29, 2018 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 A CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE CARL SMALL TOWN CENTER /MISSISSIPPI STATE UNIVERSITY TO COMPLETE A DOWNTOWN STARKVILLE DESIGN PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of entering into a contract with the Carl Small Town Center at Mississippi State University to complete a downtown Starkville design project with a $6,500 reimbursable grant from a Certified Local Government Grant with a match of $3,250 to the City plus volunteer services (in-kind) of $3,250” is enumerated, this consent item is thereby approved.

4/17

MISSISSIPPI STATE UNIVERSITY

Fixed Price Research Agreement

BETWEEN

City of Starkville

AND

Mississippi State University

Agreement No.: Banner Proposal # S18001331	Sponsor Name: City of Starkville		
Project Period Start: Jun 15, 2018	Sponsor Address: 110 W Main Street		
Project Period End: Sep 15, 2018	Sponsor City: Starkville	Sponsor State: MS	Sponsor Zip: 39759
Contract Amount: $9,750.00	ATTN: Buddy Sanders		
Subject: Downtown Starkville Design Standards Project			

Mail Invoice To:			Remit Payment To:		
Name: City of Starkville			Name: Mississippi State University		
Address: 110 W Main Street			Address: P.O. Box 5227		
City: Starkville	State: MS	Zip: 39759	City: Mississippi State University	State: MS	Zip: 39762
ATTN: Buddy Sanders			ATTN: Sponsored Programs Accounting		

Types of Funds

Please indicate whether or not you will be using any Federal funds to pay MSU NO. (yes or No). If yes, please indicate the CFDA # ____ (Catalog of Federal Domestic Assistance).

Mississippi State University agrees to perform under this agreement as outlined in the Schedule attached hereto. The rights and obligations of the parties to this agreement shall be subject to and governed by this Agreement.

Mississippi State University:		Sponsor:	
	Date:	[signature]	Date: 7-18-18
Name: Tina Hood		Name: D. Lynn Spruill	
Title: Interim Director, Office of Sponsored Projects		Title: Mayor- City of Starkville	

Schedule

Fixed Price Research Agreement

Between

City of Starkville

AND

Mississippi State University

WHEREAS: This contract is entered into between [City of Starkville], hereinafter referred to as Sponsor, and Mississippi State University, an institution of higher education of the state of Mississippi, located in Starkville, Mississippi, hereinafter referred to as University.

WHEREAS: The Sponsor desires services in accordance with the scope of work outlined within this agreement, and

WHEREAS: The performance of such service is consistent, compatible and beneficial to the academic role and mission of the University as an institution of higher education and, in consideration of the mutual premises and covenants contained herein, the parties hereto agree as follows:

1. **SCOPE OF WORK**

The University agrees to provide its reasonable efforts in performing the work set forth herein and within the estimates provided below.

The University will assist the Sponsor in the conduct of the programs and projects of the Sponsor in accordance with the University's proposal as described in **Appendix A** which is attached hereto and by reference incorporated herein.

2. **PERIOD OF PERFORMANCE**

The period of performance of this contract shall begin on Jun 15, 2018 and shall not extend beyond Sep 15, 2018 unless such period is extended in writing by both parties.

3. **COMPENSATION**

A. The Sponsor agrees to compensate the University for the performance of work under Article 1 above, in a fixed price amount of [$9,750.00] during the period of performance of this contract set forth in Article 2 above.

B. The University shall submit invoices to the Sponsor as follows:

Date	Amount
October 20, 2018	$9,750.00
Upon Final Report	$9,750.00

Invoices will be sent to [City of Starkville]. Compensation shall be in the form of checks made payable to "Mississippi State University" and mailed to Ms. Denise Peeples, Assistant Controller for Sponsored Programs Accounting.
Office of the Controller
P.O. Box 5227
Mississippi State, MS 39762

4. AUDIT

Notwithstanding any other conditions of this contract, the books and records of the University will be made available upon request at the University's regular place of business, for audit by personnel authorized by the Sponsor. Additionally, financial records, supporting documents and other records pertinent to this contract shall be retained by the University for a period of three (3) years from the date of submission of the final expenditure report. The period of access and examination described above for the records which relate to (1) litigation or settlement, or (2) costs and expenses of this contract as to when exception has been taken by any of the organizations named above shall continue until such litigation, claims or exceptions have been disposed. The provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is applicable to this contract and are incorporated herein by reference.

5. KEY PERSONNEL

[Leah Kemp] shall be designated as the University's Principal Investigator and shall be responsible for the conduct of the work by the University and shall not be replaced without the prior written approval of the Sponsor.

6. CONTROL OF RESEARCH

Control of research will rest entirely with University. However, it is agreed that University, through its Principal Investigator, will maintain continuing communication with a designated liaison for the Sponsor. The frequency and nature of these communications will be mutually defined by University's Principal Investigator and the Sponsor's liaison person.

The University's Principal Investigator is not authorized to change any element of this contract. All changes shall be consummated by formal written amendment signed by the authorized signatory of both parties to this contract.

7. REPORTS AND PUBLICATIONS

A. A final Technical Report is due within 90 days after the end of the performance period or after final data is collected, whichever comes first. A final Financial Report, which shall serve as the final invoice, is due within 90 days after the end of the performance period. The University through the assigned Principal Investigator or designee is responsible for communicating with Sponsor for all necessary forms and materials to complete this project by the stated date. The final payment for services from the Sponsor to the University will be made upon delivery of the final written report.

B. In all publications resulting from services performed under the contract, the University agrees to acknowledge the support of the Sponsor.

C. Sponsor shall be entitled to a royalty free right to make, use and sell product(s) or service(s) embodying Intellectual Property, as defined below, which is not (i) patented or otherwise protected by a patent application or trade secret status; (ii) for computer software, protected by copyright. Accordingly, Sponsor shall have the right to freely use or otherwise exploit any and all unprotected data and other contents of the final Technical Report for any purpose.

8. EQUIPMENT

The University has title to equipment purchased under this agreement.

9. INSPECTION

Designated representatives of the Sponsor (and for the Government, if appropriate) shall have the right to inspect and review the progress of work performed pursuant to this contract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant data, test results, computations, or analyses used or generated under this contract when such inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress of work and the Sponsor shall give the University reasonable notice prior to conducting any such inspections. Inspection by the Sponsor shall not relieve the University of its responsibility to fully and formally report the details of the work set forth herein.

10. INTELLECTUAL PROPERTY

Definitions - Intellectual Property - means individually and collectively all inventions, improvements, or discoveries and all works of authorship, excluding articles, dissertations, theses, and books, which are generated in the performance of the services agreement during the Contract Period.

Patents, Inventions or Computer Software

All rights and title to Intellectual Property conceived and first reduced to practice by University employees in the performance of this services agreement during the Contract Period belong to University and are subject to the terms and conditions of this agreement. All rights and title to Intellectual Property conceived and first reduced to practice by Sponsor's employees in the performance of this research agreement during the Contract Period belong to the Sponsor. Intellectual Property conceived and first reduced to practice jointly by University and Sponsor employees will be jointly owned.

Where the deliverable, scope or purpose of this agreement is to develop computer software, anything in this agreement to the contrary notwithstanding, the deliverable shall be an executable format of the software and does not include source code.

In recognition of Sponsor's contribution to this project, University agrees to give Sponsor first right of refusal to negotiate an exclusive license to University owned intellectual property developed as a result of this project.

Scholarly Works

Under University policy, the investigators own copyright in their Scholarly Works. Scholarly Works resulting from the research program are not subject to the term of this section. As used herein, Scholarly Works shall mean articles, dissertations, theses, and books which may be published or otherwise disposed by the authors.

11. EQUAL EMPLOYMENT OPPORTUNITY

The University agrees to comply with the provisions of Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41CFR part 60 to "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

12. INDEPENDENT PARTIES

The University is and will be acting as an independent party in the performance of this work and the University will be responsible for official actions/inactions of university employees or agents in the scope of their official employment. The University, by State law, maintains worker's compensation insurance covering all university employees.

It is not intended that the University would become liable to third parties by virtue of this agreement, nor does the University waive, hereby, any immunity it may have, including sovereign immunity and immunity arising under the 11th amendment of the United States Constitution.

13. TERMINATION

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

14. DISPUTES

Any dispute concerning a question of fact arising under this contract shall be resolved in the following manner: In the event of disagreement, the University and the Sponsor shall present their position in detail to the other party in writing, and both the University and the Sponsor hereby agree to negotiate in good faith to effect an equitable voluntary settlement.

15. LOBBYING

Funds awarded under this contract cannot be used by the University, or any agent acting for the University, to engage in any activities designed to influence the legislation or appropriations pending before Congress. Costs associated with such activity (commonly referred to as "lobbying") are unallowable as charges to this contract.

16. PROCUREMENT AND FINANCIAL MANAGEMENT STANDARDS

The University's financial management and procurement standards shall meet the requirements of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

17. DRUG FREE WORKPLACE

The University certifies that it is in compliance with the provisions of the Drug Free Workplace Act (PL100-690).

18. DEBARMENT

The University certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Prime. The University shall comply with the regulations found at 45CFR Part 620, "Government-wide Debarment and Suspension (Non-procurement)."

19. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Mississippi, excluding its conflict and choice of laws provisions.

--END--

Downtown Starkville Design Standards Project

Community Engagement								
Personnel		Salary	FTE	Month	Salary/Total	Fringe Rate	Fringe	
	CSTC Director, Leah Kemp	$ 85,000.00	0.05	3.0	$ 961.35	36.38%	$ 349.74	$ 1,311
	Project Manager, Thomas Gregory	$ 62,000.00	0.25	3.0	$ 3,859.50	36.38%	$ 1,404.09	$ 5,264
	Intern	$ 31,200.00	0.10	3.0	$ 780.00	36.38%	$ 283.76	$ 1,064
Sub-Total								**$ 7,638**
Commodities								**Subtotal**
	Printing							$ 100
Sub-Total								**$ 100**
SUB-TOTAL								**$ 7,738**
	MSU Facilities & Administrative Costs						**26.0%**	**$ 2,012**
PROJECT TOTAL								**$ 9,750**

5. CONSIDERATION OF APPROVAL OF THE APPOINTMENT OF PETE MELBY, THE SOLE APPLICANT, FOR THE VACANCY ON THE STARKVILLE TREE ADVISORY BOARD FOR A FOUR-YEAR TERM TO BEGIN ON JULY 18, 2018.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the appointment of Pete Melby, the sole applicant, to the Starkville Tree Advisory Board for a four-year term to begin on July 18, 2018" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER–MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of selecting the consulting firm Farmer–Morgan to complete and apply for US Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) and Appalachian Regional Commission grants for improvements to the Dr. Martin Luther King, Jr. Drive/Highway 182 Corridor" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF A RESOLUTION GIVING THE CONSULTING FIRM OF FARMER – MORGAN THE AUTHORIZATION TO FILE A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT APPLICATION FOR THE CITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution giving the consulting firm of Farmer – Morgan authorization to file a Better Utilizing Investments to Leverage Development (BUILD) grant application" is enumerated, this consent item is thereby approved.

Resolution

CITY OF STARKVILLE
2018 USDOT BUILD Discretionary Grant Program
GRANT APPLICATION
MS Highway 182 Redevelopment Project

WHEREAS, the City of Starkville desires to improve safety and efficiency of the existing right-of-way of MS Highway 182 by adding sidewalks, crosswalks, bicycle lanes, pedestrian lighting, utility relocation, and storm water management along a 1.4-mile segment of the corridor, between N Long Street and Old West Point Road. This proposed complete streets intervention will revitalize blighted areas and improve safety, circulation, economic vitality, and the environmental impact of the right-of-way within the economic corridor of MS Highway 182.

WHEREAS, the City of Starkville is eligible to apply to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding.

WHEREAS, engineers have estimated a total project cost of $18,319,800; and

BE IT THEREFORE RESOLVED, that the City of Starkville authorizes the Mayor to submit an application, including all the understandings and assurances contained therein, to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding not to exceed $14,655,840 and is committed to provide 20% match, or $3,663,960, in local matching funds to complete the project.

BE IT FURTHER RESOLVED, if said application is approved, the Mayor is hereby authorized to accept on behalf of the City of Starkville said Better Utilizing Investments to Leverage Development (BUILD) grant, execute any and all documents and enter into agreements necessary for the successful application and award of the grant and to enter into a contract with the selected firm of FARMER | MORGAN to undertake the Architecture & Engineering, and Construction, Engineering and Inspection (CEI) services subject to City of Starkville & USDOT approvals.

BE IT EVEN FURTHER RESOLVED, that after the solicitation of engineering services and the evaluation of the Statements of Qualifications, the City selects FARMER MORGAN, LLC as the engineer for the 2018 BUILD City of Starkville MS Highway 182 Redevelopment Project grant writing, Architecture & Engineering and CEI Services.

Passed__________ 2018

Lynn Spruill, Mayor

ATTEST:

8. CONSIDERATION OF APPROVAL OF THE ARC MILL STREET IMPROVEMENT PROJECT, ACCEPTING THE LOW BID FROM PHILLIPS CONTRACTING AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT CONTINGENT UPON APPROVAL OF ARC FUNDING.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the ARC Mill Street Improvement Project, accepting the low bid from Phillips Contracting and authorization for the Mayor to execute a contract, pending ARC and MDA approval and pending additional funds provided by ARC" is enumerated, this consent item is thereby approved.

Bids were received on Tuesday, July 10 at 9am. Two bids were received:

Phillips Contracting Company, Inc. $296,880.00 and Gregory Construction Services, Inc. $422,416.50

9. CONSIDERATION OF APPROVAL OF ADDITIONAL LOCAL MATCHING FUNDS TOTALING $7,894 FOR THE APPALACHIAN REGIONAL COMMISSION (ARC) MILL STREET IMPROVEMENT PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution authorizing the City of Starkville to commit funds other than ARC funds to a project under MS ARC Program Project # MS-18956" is enumerated, this consent item is thereby approved.

Sources of funding: $269,055 ARC (80%); $67,264 City (20%) *Original Grant Award*
$ 31,575 ARC (80%); $7,894 City (20%) *Additional Funding Request*

A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN ARC FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI APPALACHIAN REGIONAL COMMISSION (ARC)
PROGRAM
(Project Number MS-18956)

WHEREAS, the State of Mississippi has funds available under the Mississippi Appalachian Regional Commission (ARC) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Appalachian Regional Commission; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage ARC Area Development funds with other funds in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that City of Starkville does hereby commit the required 20% match of $7,894 to be derived from City of Starkville Capital Improvement Bond funds, to leverage said ARC funds for the proposed ARC area development infrastructure improvements which will re-construct an access road (Mill Street) and upgrade storm water drainage pipes and inlets. The proposed project will also include sidewalks, pavement markings and signage to improve the safety of the traveling public and pedestrians using Mill Street.

SO ORDERED, THIS 17TH DAY OF JULY 2018, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

____
D. Lynn Spruill, Mayor

ATTEST: ______________________________
Lesa Hardin, City Clerk

(SEAL)

10. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE CARVER DRIVE AND LONG STREET INTERSECTION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the installation of an All-Way stop at the Carver Drive and Long Street Intersection" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE WILLOW ROAD AND SYCAMORE ROAD INTERSECTION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the installation of an All-Way Stop at the Willow Road and Sycamore Road Intersection" is enumerated, this consent item is thereby approved.

12. ACCEPTANCE OF JUNE FINANCIAL REPORTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "acceptance of the June financial reports" is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF LOW BID FROM TRUSTMARK CORPORATION IN THE AMOUNT OF $193,500 OVER SIX YEARS AT 3.43% INTEREST FOR THE LEASE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO BE USED BY STARKVILLE STREET DEPT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a low bid from Trustmark Corporation in the amount of $193,500 over six years at 3.43% interest for the lease purchase of a JCB 110W Rubber Tire Excavator to be used by Starkville Street Dept." is enumerated, this consent item is thereby approved.

Three quotes received: Bancorp South – 3.89%; Trustmark Bank -3.43%; Regions Bank - 3.47%

14. CONSIDERATION OF PERMISSION TO PURCHASE WORK OUT EQUIPMENT FROM ROGUE EQUIPMENT, THE LOWER AND BEST QUOTE, FOR FIRE STATION 2, IN THE AMOUNT OF $23,975.43 WITH FUNDS FROM THE BLUE CROSS BLUE SHIELD HEALTHY YOU GRANT AT NO COST TO THE CITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to purchase work out equipment from Rogue Equipment for Fire Station 2, in the amount of $23,975.43, the best of two quotes received, with funds from the *Blue Cross Blue Shield Healthy You Grant* at no cost to the city" is enumerated, this consent item is thereby approved. The Rogue quote included additional equipment as well as free shipping, extended warranty and installation.

Two quotes:

Rogue - $23,975.43 (includes additional weight bench, shipping, full extended warranty and installation)
GetRx'd - $19,898.00 (limited warranty plus shipping and installation)

15. CONSIDERATION TO PURCHASE A SCBA (SELF CONTAINED BREATHING APPARATUS) EQUIPMENT FROM SUNBELT FIRE TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF $7,387.89, AT STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to purchase SCBA Equipment from Sunbelt Fire to replace obsolete and failing compressor system, in the amount of $7,387.89, state contract MS78283, with funds from the FEMA Firefighter Assistant Grant used to purchase this equipment" is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO PURCHASE A SCBA COMPRESSOR SYSTEM FROM CENTRAL ALABAMA TRAINING SOLUTION TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF $61,255.00, STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the purchase a SCBA Compressor System from Central Alabama Training Solution to replace obsolete and failing compressor system, in the amount of $61,255.00, state contract price, with funds from the FEMA Firefighter Assistant Grant" is enumerated, this consent item is thereby approved.

17. AUTHORIZATION TO HIRE WILL SIMON AS A CERTIFIED POLICE OFFICER FOR THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Will Simon as a Certified Police Officer" is enumerated, this consent item is thereby approved.

18. AUTHORIZATION TO HIRE KRIS KEEL AS THE OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Kris Keel as Office Manager in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

19. AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a maintenance worker in the Sanitation and Environmental Services Department" is enumerated, this consent item is thereby approved.

20. AUTHORIZATION TO ADVERTISE FOR THE ACCOUNTING MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the accounting manager in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. APPROVAL TO SELECT TYLER EXCUTIME AS SOLE SOURCE COMPATIBLE SOFTWARE WITH CURRENT PAYROLL AT A COST OF $40,589.00 AND FRONTLINE AS THE LOWER QUOTE FOR JOB APPLICATION AND SCHEDULING SOFTWARE AT A COST OF $10,700.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to select Tyler Excutime as sole source compatible software with current payroll and Frontline as the lower quote for job application and scheduling software” is enumerated, this consent item is thereby approved.

Two quotes received for job application and scheduling software: Frontline - $ 10,700.00 and Kronos - $ 11,284.50

22. APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE COWBOYS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with the Starkville Cowboys organization for use of an athletic field for their football and cheer programs” is enumerated, this consent item is thereby approved.

23. APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE SAINTS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with the Starkville Saints organization for use of an athletic field for their football and cheer programs” 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 COWBOYS FOOTBALL,** herein after referred to as the "User."

ARTICLE I
GENERAL TERMS

1.01 This Agreement shall be in effect July 4, 2018 through June 30, 2019. The City will permit the User to use one multiuse field at J.L. King Park, address 400 N Long St, Starkville, Mississippi 39759 for the duration of the agreement, for the purposes of practices. While primary use by the User shall be at J.L. King Park, ("the Facility") for the duration of the agreement, for the purposes of practices. While primary use by the User shall be at J. L. King Park, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the J. L. King Park. 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) Fifteen and no/100 Dollars ($15.00) per player.

(b) Five and no/100 Dollars ($5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.

(c) The User shall also pay the City a deposit of five-hundred and no/100 Dollars ($500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

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

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

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

(c) 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) Cleaning and stocking of restrooms

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

(c) 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.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

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

If necessary, 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.

(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. User's Certificate of Insurance

STARKVILLE COWBOYS FOOTBALL

By: [signature]

Printed Name: Rodney Johnson

Title: President

Date: 9-12-18

CITY OF STARKVILLE

By: [signature]

Mayor D. Lynn Spruill

Date: 8-7-18

ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRS0000007367500	06/14/2018	Starkville Cowboys Peewee Football & Cheer	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

[X] Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;

b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;

c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

[X] Sponsors

[X] Co- Promoters

[X] Any individual person(s) or organization(s) listed below

COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.

KR- GL-56 (4-07)

POLICY NUMBER: KRS 73675-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: City of Starkville 110 West Main St. Starkville, MS 39759 Re: Starkville Cowboys Peewee Football & Cheer
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

 © Insurance Services Office, Inc., 2008

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 SAINTS FOOTBALL,** herein after referred to as the "User."

ARTICLE I
GENERAL TERMS

1.01 This Agreement shall be in effect July 5, 2018 through June 30, 2019. The City will permit the User to use one soccer field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 ("the Facility") for the duration of the agreement, for the purposes of practices. 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) Fifteen and no/100 Dollars ($15.00) per player.
(b) Five and no/100 Dollars ($5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
(c) The User shall also pay the City a deposit of five-hundred and no/100 Dollars ($500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

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

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

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

(c) 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) Cleaning and stocking of restrooms

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

(c) 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.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

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

If necessary, 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.

(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. User's Certificate of Insurance

STARKVILLE SAINTS FOOTBALL

By: Fred Tate

Printed Name: Fred Tate

Title: ____

Date: 7-25-2018

CITY OF STARKVILLE

By: ____

Mayor

Date: 7-23-18

ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRS0000007367600	06/25/2018	Starkville Saints	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

[X] Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exdusions:

a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;

b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;

c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

[X] Sponsors

[X] Co- Promoters

[X] Any individual person(s) or organization(s) listed below

COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE INSURED.

KR- GL-56 (4-07)

POLICY NUMBER: KRS 73676-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: City of Starkville 110 W Main St Starkville, MS 39759 Re: Starkville Saints
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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24. CONSIDERATION TO ENTER A LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MISSISSIPPI FOR TWO HARLEY DAVIDSON MOTORCYCLES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a two year lease agreement with Harley Davidson of Central Mississippi, at a cost of $8,400.00, the lower of two quotes, for two Harley Davidson motorcycles" is enumerated, this consent item is thereby approved. **<u>Contract follows on next page.</u>**

Two quotes received on two police motorcycles for two years:

Harley-Davidson of Central Mississippi: $ 8,400.00
Chunky River Harley-Davidson: $ 10,800.00

25. CONSIDERATION OF APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR THE JULY 1, 2018 THROUGH DECEMBER 31, 2018 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – WATER DIVISION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best bids received for the July 1, 2018 through December 31, 2018 source of supply listing for Starkville Utilities – Water Division" is enumerated, this consent item is thereby approved.

Water Department
Source and Supply Awards 2018

Product Group Bids	Central Pipe	Core and Main	G & C Supply	Consolidated Pipe
Meter Service Fittings	$ 44.01	$ 45.29	$ 46.84	$ 46.49
Tapping Saddles	$ 42.02	$ 42.51	$ 47.90	$ 44.22
Tapping Sleeves	$ 377.53	$ 414.89	$ 419.28	$ 425.21
Brass Fittings	$ 8.03	$ 8.04	$ 21.02	$ 8.93
Gate Valves	$ 382.65	$ 401.95	$ 403.23	$ 382.79
Repair Clamps	$ 47.74	$ 66.11	$ 50.03	$ 68.42
Couplings Water	$ 57.55	$ 78.27	$ 59.48	$ 80.54
Couplings Sewer	$ 43.70	$ 36.21	$ 40.14	$ 40.40
CTS Tubing	NO BID	NO BID	$ 398.85	NO BID
Sewer Saddles Tees and Wyes	$ 27.56	$ 20.57	$ 29.06	$ 29.95

Single Item Bids	Central Pipe	Core and Main	G & C Supply	Consolidated Pipe
Fire Hydrant: 2 Way x 3.5 Ft. Bury	NO BID	NO BID	NO BID	$ 1,350.00
Fire Hydrant: 3 Way X 3.5 Ft. Bury	NO BID	NO BID	NO BID	$ 1,550.00
Concrete Meter Box, Small, Less Lid	NO BID	$ 27.00	$ 12.98	NO BID
Concrete Meter Box, Large, Less Lid	NO BID	$ 79.00	$ 42.00	NO BID
Meter Box Plastic - 10x15 Plastic Meter Box - Pallet	$ 756.00	$ 647.28	$ 839.70	$ 864.00
Meter Box Plastic - Plastric lid only	$ 256.00	$ 444.96	$ 359.00	$ 1,512.00

Water Treatment Chemicals	Allied Universal	Wofford Water	Brenntag
Potassium Permanganate	NO BID	NO BID	$ 3.85
Sodium Flouride	NO BID	NO BID	$ 0.98
Soda Ash	NO BID	NO BID	$ 0.35
Chlorine Gas 150 lb Cylinder	$ 0.4566	NO BID	$ 0.51
Chlorine Gas 2,000lb Cylinder	$ 0.249	NO BID	NO BID
Carus Chemical Company (Aqua Mag)	NO BID	NO BID	NO BID
Mersch Co. (Aqua Gold)	NO BID	$ 13.45	NO BID
Sulfur Dioxide	$ 89.00	NO BID	$ 102.00

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the 17th day of July 2018, by and between Harley-Davidson of Central Mississippi. 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Starkville, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms 39759 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

1. **TERM OF LEASE:** The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement. Vehicle can also be purchased at the end of the lease.

2. **PAYMENT:** Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars ($350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.

3. **MISCELLANEOUS:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of $ N/A per vehicle.

4. **MAINTENANCE, REPAIRS and OPERATING EXPENSES:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s).

Any and all invoices or copies of the original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. **USE and SUBLEASING:** Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. **INSURANCE:** During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. **NOTICE of ACCIDENTS and COOPERATION:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. **INDEMNIFICATION:** Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. **LIMITATION of LIABILITY:** Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

10. **RETURN of THE VEHICLE(S):** At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the 31st day of July, 2018.

HARLEY DAVIDSON IOF CENTRAKL MISSISSIPPI

By: Homer Orr

Homer Orr, Manager Police/
Fleet Sales and Leasing

for: City of Starkville

Office/Lessee

By: D. Lynn Spruill

Title: Mayor- City of Starkville

STATE OF MISSISSIPPI

COUNTY OF Oktibbeha

PERSONALLY APPEARED before me the undersigned authority in and for the aforesaid jurisdiction the within named Mayor who stated on his/her oath that he/she is the Mayor (Title) of City of Starkville (Office/Agency/Lessee), and has the authority to enter into the above and foregoing Motorcycle Lease Agreement on behalf of City of Starkville (Office/Agency/Lessee), having been first authorized to do so.

(Name) D. Lynn Spruill

Mayor- City of Starkville
(Title)

SWORN TO AND SUBSCRIBED BEFORE ME this the 31st day of July, 2018.

Lesa Hardin
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 106305 LESA DAVIS HARDIN Commission Expires Aug. 8, 2021 WEBSTER COUNTY

MY COMMISSION EXPIRES:

August 21, 2021

26. CONSIDERATION OF THE MINUTES OF THE JULY 3, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Miller, duly seconded by Alderman Walker, offered a motion to approve the minutes of the July 3, 2018 regular meeting of the Mayor and Board of Aldermen. The Board voted as follows:

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

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: None

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn invited the public to the street renaming of Beattie and Short Beattie Streets to Roosevelt Taylor Sr. Street on July 19, 2018 at 10:00 a.m.

Alderman Perkins asked Terry Kemp to introduce Jacob Forrester, Assistant Manager of Starkville Utilities, who was in attendance. Mr. Forrester introduced himself to the Mayor and Board. Mr. Kemp also discussed roadwork at Spring Street and Hwy 12 due to a large water leak repair.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated his mother always told him growing up not to be disrespectful. He asked the Police Chief to explain panhandling. Chief Nichols explained that panhandling can be described as begging and loitering.

Dr. Andrew Stevens, Ward 3, spoke against the proposed Residential Parking Ordinance and asked that if passed, Section 3D – Recreation Vehicles – be removed.

Chris Taylor, Ward 7, thanked the Street and Utility departments for all that has been and will be accomplished on infrastructure improvements. He also noted that voter registration is open until October 6 for the November elections. He encouraged everyone to vote and noted that in past elections only 20% of the registered voters are casting votes.

PUBLIC APPEARANCES: None

PUBLIC HEARING:

SECOND PUBLIC HEARING AND CONSIDERATION OF UPDATING CHAPTER 62 – FLOODS, ARTICLE II – FLOOD DAMAGE PREVENTION OF THE CODE OF ORDINANCES, CITY OF STARKVILLE, MISSISSIPPI, TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CFR REQUIREMENTS.

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

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

27. CONSIDERATION OF UPDATING CHAPTER 62 – FLOODS, ARTICLE II – FLOOD DAMAGE PREVENTION OF THE CODE OF ORDINANCES, CITY OF STARKVILLE, MISSISSIPPI, TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CFR REQUIREMENTS.

Alderman Sistrunk, duly seconded by Alderman Walker, offered a motion to update Chapter 62 – Floods, Article II. – Flood Damage Prevention of the Code of Ordinances, City of Starkville, Mississippi, to meet FEMA flood insurance requirements as presented. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. **See August 7, 2018 minutes for Corrected Ordinance Adopted.**

28. CONSIDERATION OF BECOMING AN AFFILIATE WITH THE WILDFLOWER TRAILS OF MISSISSIPPI PROGRAM AND ESTABLISHING WILDFLOWER TEST AREAS WITHIN THE RIGHT-OF-WAY OF STARKVILLE, MISSISSIPPI.

Mayor Spruill introduced the agenda item as an opportunity to work with MDOT to create attractive zones and increase economic impact. Alderman Miller, duly seconded by Alderman Walker, offered a motion to become an affiliate with the Wildflower Trails of Mississippi program and establish wildflower test areas within the right-of-way of Starkville, Mississippi, with all supplies, installation and labor to be done through the MS State Extension Center at no cost to the city. The Board voted as follows:

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

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

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: 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: 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.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of discussion of the job performance of the current interim Park Director. Following a second by Alderman Miller, the Board voted as follows to enter Executive Session:

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

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

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 not enter into Executive Session.

31. CONSIDERATION OF APPOINTMENT OF EDWARD SMITH AS DIRECTOR OF PARKS AND RECREATION.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to appoint Edward Smith as the Director of Parks and Recreation effective immediately at a salary of $70,000. The Board voted as follows:

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

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

32. CONSIDERATION OF APPOINTMENT OF GERRY LOGAN AS DIRECTOR OF PARKS AND RECREATION.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to remove his interim job status and appoint Gerry Logan as the fulltime Director of Parks and Recreation effective immediately at an annual gross salary of $70,000 with a probation period of six months. Alderman Little offered a salary amendment, based on current Director experience, to $62,500. Aldermen carver and Miller accepted the amendment. Following discussion from Alderman Perkins to offer $70,000, Alderman Sistrunk offered a salary amendment of $66,000. Alderman Carver accepted the amendment of $66,000 and Alderman Miller rescinded his second to the motion. Alderman Perkins seconded the motion to appoint Gerry Logan at a salary of $66,000 with a probation period of six months. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Nay
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. CONSIDERATION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

Daniel Havelin presented the sections effected by the proposed change are Appendix A-Zoning, Article VIII.- Off-Street Parking Sec A. Automobile parking requirements and Sec B. Residential Use Parking Requirements.

Overview of Changes between Draft 2 and Draft 3:

- Separated the definition of Recreational Vehicle and Equipment. See 3(a)
- Add hard surface requirement to Recreational Vehicles in front yard. See 3(e)
- Corrected clerical errors
- Change in language about holidays. See 3(d)

Alderman Miller, duly seconded by Alderman Sistrunk, offered a motion to update the residential parking requirements of the zoning ordinance with a one year grace period and approval of staff recommendations that if this ordinance is approved, the requirements for new construction shall be enforced after the effective date of this ordinance. All other requirements would have an enforcement grace period of one year from the effective date of this ordinance. During this grace period, warning will be issued with information on how to become compliant with this ordinance. Variance from the requirements of this ordinance that are applied for during the grace period will not be charged an application fee. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. See Ordinance at end of minutes.

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 10, 2018 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, 21-39-9, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of July 10, 2018 for fiscal year ending 9/30/18, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$ 486,432.06
Airport Fund	015	35,548.81
Airport – Restricted Grant Fund	016	7,671.25
Sanitation	022	62,508.84
Landfill	023	124.00
Sub Total Before Utilities		$ 592,284.96
Utilities Dept.	SED	2,294,883.02
Total Claims	Total	$ 2,887,167.98

35. 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 Walker, 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: 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.
The Board entered closed session.

36. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of the disciplinary action of a fire department employee and pending litigation regarding an EEOC claim. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

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.

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 the disciplinary action of a fire department employee and pending litigation regarding an EEOC claim.

At this time, the Board entered Executive Session.

37. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion to return to Open Session. Alderman Miller seconded the motion and the Board voted as follows:

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

38. CONSIDERATION OF A MOTION TO ACCEPT AND SUPPORT THE DISCIPLINARY ACTION OF A FIREMAN AS RECOMMENDED BY THE FIRE CHIEF.

Alderman Vaughn offered a motion to accept and support the disciplinary action of a fireman as recommended by the Fire Chief. Alderman Miller seconded the motion and the Board voted as follows:

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

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

39. MOTION TO ADJOURN UNTIL AUGUST 7, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until August 7, 2018 @ 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 ____________________ 2018.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)