MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
October 2, 2018

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 2, 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, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. 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:

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

Alderman Perkins offered a motion, duly seconded by Alderman Vaughn, to move item XI. B. 2. e. (Consideration of the approval of an amended annexation plan and to proceed with an annexation ordinance) to IX. A. and renumber the agenda. The Board voted as follows:

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

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

Alderman Walker asked to place the following agenda items on consent: XI. F. 2. , XI. I. 3, XI. I. 4, XI. I. 5, XI. I. 6 and XI. I. 7.

Alderman Vaughn asked to add item X. C. (Consideration of replacing the modified road name "Roosevelt Taylor Sr. Street" approved on June 5, 2018 with Roosevelt Taylor Sr. Drive) to the agenda and to consent.

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

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the October 2, 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
REGULAR MEETING OF TUESDAY, OCTOBER 2, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

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 SEPTEMBER 4, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 14, 2018 WORK SESSION 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

A. MUSCULAR DYSTROPHY ASSOCIATION FILL THE BOOT PROGRAM – Ellie Denman, Development Director

B. 60 DAY SERVICE REPORT BY PAFFORD – Tony Fabela, Operations Manager

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION OF RZ 18-07 A REQUEST TO REZONE ONE PARCEL FROM R-1 TO R-5 AND C-2 LOCATED APPROXIMATELY 360' SOUTHWEST OF THE CENTER OF THE INTERSECTION OF HIGHWAY 12 EAST AND PAT STATION ROAD DIRECTLY EAST OF THE LA QUINTA INN WITH THE PARCEL NUMBERS 117-25-021.00 AND 117F-00-001.00.

B. PUBLIC HEARING AND CONSIDERATION OF RZ 18-06 A REQUEST TO REZONE 2 LOTS LOCATED AT 901 AND 903 LOUISVILLE STREET FROM C-1 TO R-5 WITH THE PARCEL NUMBERS # 102G-00-156.01 AND 102G-00-166.

C. FIRST PUBLIC HEARING ON AMENDING SECTION 30-32 OF THE CITY'S TRANSIENT VENDOR ORDINANCE NO. 2012-04.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE APPROVAL OF AN AMENDED ANNEXATION PLAN AND TO PROCEED WITH AN ANNEXATION ORDINANCE.

B. CONSIDERATION OF THE EXTENSION OF THE CONTRACT WITH CORNERSTONE GOVERNMENT AFFAIRS, INC. AS LEGISLATIVE CONSULTANTS.

C. CONSIDERATION OF THE APPROVAL OF THE GTPDD CEMETERY MAPPING PLAN FOR ODDFELLOWS ON MARTIN LUTHER KING, JR. DRIVE AND UNIVERSITY DRIVE.

D. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE HIGH SCHOOL TO HOLD THE SHS HOMECOMING PARADE ON OCTOBER 16 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

E. CONSIDERATION OF THE CONTRACT FOR TRAFFIC CONTROL AND SECURITY GUARD SERVICES WITH PINELAKE CHURCH ON A FINDING THAT ALLOWING STARKVILLE POLICE OFFICERS TO SERVE AS SECURITY GUARDS FOR PINELAKE CHURCH ON THEIR OFF-DUTY HOURS WHILE USING THEIR STARKVILLE POLICE UNIFORM AND GEAR PROMOTES THE PUBLIC INTEREST AND WILL NOT LIKELY BRING DISREPUTE TO THE OFFICER, THE CITY OF STARKVILLE, OR THE STARKVILLE POLICE DEPARTMENT.

X. BOARD BUSINESS

A. CONSIDERATION OF ESTABLISHING SET HOURS FOR TRICK OR TREATING OF 5:30 PM TO 8:00 PM ON WEDNESDAY, OCTOBER 31, 2018.

B. CONSIDERATION OF APPROVAL OF THE 2019 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE.

C. CONSIDERATION OF REPLACING THE MODIFIED ROAD NAME "ROOSEVELT TAYLOR SR. STREET" APPROVED ON JUNE 5, 2018 WITH ROOSEVELT TAYLOR SR. DRIVE

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST RENEWAL OF THE CIRCLE S FLIGHT TRAINING AGREEMENT AT GEORGE M. BRYAN FIELD, STARKVILLE MS, FOR ONE YEAR.

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

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
   THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

   a. REQUEST AUTHORIZATION TO ADVERTISE FOR A COMMUNITY DEVELOPMENT DIRECTOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

   b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY KAYLA GILMORE TO HOLD THE STARKVILLE VETERAN'S DAY PARADE "HONORING OUR VETERANS" TO BE HELD NOVEMBER 10 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

   c. CONSIDERATION OF PP 18-10 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING 21.66-ACRE PARCEL INTO 2 LOTS LOCATED +/-400' SOUTHEAST OF THE INTERSECTION OF PAT STATION ROAD AND MS HWY 12 IN AN R-1 ZONE WITH THE PARCEL NUMBER 117-25-021.00.

   d. CONSIDERATION OF VA 18-09 A REQUEST BY GAME DAY RETREATS LLC FOR VARIANCE RELIEF FROM FRONT SETBACK REQUIREMENTS LOCATED AT 624 SOUTH MONTGOMERY STREET IN AN R-3 ZONE WITH THE PROPERTY #102H-00-192.00.

C. COURTS
   THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF REJECTION OF THE SOLE BID FOR THE 2018 ROADWAY BASE AND RESURFACING PROGRAM - PROJECT NO. 18036 AND AUTHORIZING READVERTISING FOR BIDS IN THE SPRING OF 2019.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 26, 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 APPROVAL OF ANNUAL MUNICIPAL COMPLIANCE REPORT.

3. REQUEST APPROVAL OF CITY CLERK / CFO LESA HARDIN TO ATTEND THE 2018 MASTER MUNICIPAL CLERK SESSION TO BE HELD OCTOBER 3 – 4 AT MSU AT A COST OF $100.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO BURNS DIRT CONSTRUCTION TO BURN CLEARED DEBRIS ASSOCIATED WITH A FUTURE CONSTRUCTION PROJECT AT STARKVILLE/OKTIBBEHA INDUSTRIAL PARK.

2. REQUEST PERMISSION TO ALLOW JMCM CONSULTING TO WRITE AND DEVELOP FEMA GRANTS FOR THE SFD FOR A 5% FEE, IF THE GRANT IS APPROVED, FOR PROJECT ADMINISTRATION.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR AN EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT/ NEW CONSTRUCTION DIVISION.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR THREE (3) MAINTENANCE WORKERS IN THE STARKVILLE UTILITIES DEPARTMENT/WATER DIVISION.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR A COMMERCIAL DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE MADISON SMITH AS A ENGINEERING ASSOCIATE IN THE STARKVILLE UTILITIES DEPARTMENT.

6. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A FIREFIGHTER POSITION IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST AUTHORIZATION TO ADVERTISE FOR JANITORIAL SERVICES FOR THE CITY OF STARKVILLE PARKS AND RECREATION DEPARTMENT FACILITIES.

2. REQUEST PERMISSION TO ALLOW GERRY LOGAN, TRENT HELMS, WILLIAM POCHOP AND LISA COX TO ATTEND THE MISSISSIPPI RECREATION AND PARK ASSOCIATION CONFERENCE OCTOBER 15-18, 2018 IN OXFORD, MISSISSIPPI WITH A TOTAL COST OF $1,348.

3. REQUEST AUTHORIZATION TO CHANGE THE CLASSIFICATION OF JOSEPH WILLIAMS TO A LEAD FIELD MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.

4. REQUEST AUTHORIZATION TO RECLASSIFY THE DIRECTOR OF RECREATION AND SPORTS POSITION TO ATHLETIC SUPERVISOR IN THE PARKS AND RECREATION DEPARTMENT AND TO NAME CURRENT SPORTS COORDINATOR WILLIAM POCHOP AS ATHLETIC SUPERVISOR.

5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A SPORTS COORDINATOR POSITION IN THE PARKS AND RECREATION DEPARTMENT.

6. REQUEST AUTHORIZATION TO ADVERTISE FOR A FULL-TIME FIELD MAINTENANCE WORKER POSITION.

7. REQUEST AUTHORIZATION TO RECLASSIFY THE PROGRAM COORDINATOR POSITION TO PROGRAM SUPERVISOR IN THE PARKS AND RECREATION DEPARTMENT.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL OF THE LOWEST AND BEST BID FROM WASTEZERO INC. FOR THE PURCHASE OF 12,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF $ 130,920.00 FOR THE 2018 ANNUAL BAG DISTRIBUTION.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE TO REPAIR THE 200 HP VERTICAL HOLLOW SHAFT US MOTOR AT A QUOTE OF $6,535.00 FROM PARKS & PARKS WATER WELL SERVICE INC.

2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE A TASK ORDER WITH VOLKERT FOR ENGINEERING SERVICES FOR THE ERNEST E. JONES WASTEWATER TREATMENT PLANT BIOSOLIDS IMPROVEMENTS.

3. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY PROPERTY - CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES—ELECTRIC DIVISION.

4. REQUEST APPROVAL FOR NICK FIORENTINO AND NATHAN FILLIPO TO ATTEND WATER OPERATOR TRAINING IN HATTIESBURG, MS ON OCT. 4. TOTAL INCLUDES ONE NIGHT LODGING AND CONFERENCE FEES COST NOT TO EXCEED $250.00.

5. REQUEST AUTHORIZATION TO DECLARE LAWN MOWER MODEL AYP8228A49, SERIAL #030294C, SURPLUS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. POTENTIAL LAND ACQUISITION
B. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 16, 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 3 – 33:

3. CONSIDERATION OF THE EXTENSION OF THE CONTRACT WITH CORNERSTONE GOVERNMENT AFFAIRS, INC. AS LEGISLATIVE CONSULTANTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a contract with Cornerstone Government Affairs, Inc. as legislative consultants for the City of Starkville” is enumerated, this consent item is thereby approved.

Amendment to Service Agreement

This Amendment (the "*Amendment*"), effective as of October 1, 2018 is made by and between STARKVILLE, MS (hereinafter referred to as "*STARKVILLE*"), with offices at 110 West Main Street, Starkville, MS 39759 and CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereafter referred to as "*CORNERSTONE*"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, and doing business as CORNERSTONE GOVERNMENT AFFAIRS, with its principal place of business at 800 Maine Avenue SW, 7th Floor, Washington, DC 20024.

WHEREAS, STARKVILLE and CORNERSTONE are Parties to Service Agreement with an effective date of October 1, 2017 (the "*Agreement*"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2018 through September 30, 2019 (the "*Term*").

2. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment and acknowledge that they are authorized to execute same.

STARKVILLE, MS	CORNERSTONE GOVERNMENT AFFAIRS, INC.
By:	By:
Name: B. Lynn Spruill	Name: Campbell Kaufman
Title: Mayor	Title: Principal and Managing Director
Date: 10-2-18	Date: 9/14/2018

4. CONSIDERATION OF THE APPROVAL OF THE GTPDD CEMETERY MAPPING PLAN FOR ODDFELLOWS ON MARTIN LUTHER KING, JR. DRIVE AND UNIVERSITY DRIVE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the GTPDD Cemetery Mapping Plan for Oddfellows on Martin Luther King, Jr. Drive and University Drive" is enumerated, this consent item is thereby approved.

LETTER OF AGREEMENT FOR

GIS AND CONSULTING SERVICES

THIS AGREEMENT is entered into by and between the City of Starkville, Oktibbeha County, Mississippi, hereinafter referred to as the "CITY," and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "DISTRICT."

1. The CITY does hereby contract with the DISTRICT to perform professional GIS and technical services for: CORRECTING, ALIGNING, AND MAINTAINING THE CEMETERY RECORDS FOR THE CITY OWNED CEMETERIES.

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

3. The CITY shall compensate the DISTRICT for professional services rendered (see attachment 1).

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

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

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

IN WITNESS WHEREOF the CITY and the DISTRICT have executed this Agreement this the 2nd day of October, 2018

CITY: THE CITY OF STARKVILLE, MISSISSIPPI
BY: ______________________ WITNESS: Lesa Hardin
Lynn Spruill, Mayor City Clerk (SEAL)

CITY OF STARKVILLE STATE OF MISSISSIPPI

CONSULTANT: THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC.
BY: ______________________ WITNESS: ______________________
Rupert L. "Rudy" Johnson, Executive Director (SEAL)

CEMETERY MAPPING

Attachment 1

Project Title: Odd Fellow Cemetery Mapping

Purpose: The project will provide for the correction of existing mapped headstones and grave plots as applicable. The locations of the headstones and plots were mapped with an inadequate GPS. The GPS used was a 10 meter (32.8 feet) accurate GPS of headstone's that are 1 meter (3.28 feet) wide, causing the mapped static point in any location to be in a circle with a 32.8 foot radius.

To correct the geography each headstone and plot will have to be re-mapped with a sub-meter GPS accuracy of >1 meter (3.28 feet). The average accuracy of the GPS is about 0.5 meters (1.64 feet). All data will be mapped in NAD 1983 State Plane Mississippi East (US Feet).

Project Description:

The Cemetery mapping will follow the following steps for both cemeteries:

a. **RE-MAP HEADSTONE & PLOTS AS APPLICABLE** – Using the sub-meter GPS all headstones and plots will be mapped to an accuracy that will create a usable product.
b. **LINK EXISTING INFORMATION TO CORRECTED GEOGRAPHY** – The existing Name, Birth Date, Death Date, Block Number, & Lot Number all seems to be intact. Once the corrected geography is in place the existing tabular data will be migrated.
c. **PICTURE & DATA CHECKS** – Once the tabular data and geographic data are synced together each point and picture will be checked for accuracy.
d. **WEB MAP CREATION** – Using corrected information an Odd Fellow Cemetery web map, for both cemeteries, will be created and implemented into existing websites, such as the city's, or redirected with a link that will show all information and the photos of existing headstones.

Cost:

	HEADSTONES	PRICE EACH	
Odd Fellow	3830	$2.50	$9,575.00
Odd Fellow MLK	362	$2.50	$905.00
TOTAL	4192		$10,480.00
OFFICE TIME	24 HOURS	$70.00	$1,680.00
		TOTAL COST	$12,160.00

Time Frame: 30 days of mapping with 3 days of office work.

Additional Tasks:

Updating the database as new gravesites are occupied or sold will be billed at a rate of $75.00 an hour. Once a gravesite is occupied it will be mapped and added to the database. The CITY will notify the DISTRICT once the headstone has been placed on the gravesite or a plot is sold. The CITY and the DISTRICT both understand the need and importance to keep up with all gravesite plots.

Outcomes:

(1) A complete highly accurate map of all existing headstones and plots as applicable;
(2) A web map that is accessible to anyone with internet access or a smart phone that shows cemetery data as it currently exists, as well as, future additions.

5. CONSIDERATION OF APPROVAL OF THE CONTRACT FOR TRAFFIC CONTROL AND SECURITY GUARD SERVICES WITH PINELAKE CHURCH ON A FINDING THAT ALLOWING STARKVILLE POLICE OFFICERS TO SERVE AS SECURITY GUARDS FOR PINELAKE CHURCH ON THEIR OFF-DUTY HOURS WHILE USING THEIR STARKVILLE POLICE UNIFORM AND GEAR PROMOTES THE PUBLIC INTEREST AND WILL NOT LIKELY BRING DISREPUTE TO THE OFFICER, THE CITY OF STARKVILLE, OR THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of the agreement between Pinelake Church Inc and the City of Starkville” is enumerated, this consent item is thereby approved.

CONTRACT FOR TRAFFIC CONTROL AND SECURITY GUARD SERVICES

THIS AGREEMENT (this "Agreement") is made the 5th day of September 2018, by and between the City of Starkville, Mississippi, a municipal corporation of the State of Mississippi (hereinafter referred to as the "City"), and Pinelake Church, Inc., a Mississippi corporation (hereinafter referred to as the "Church").

WHEREAS, the City has and maintains the Starkville Police Department (hereinafter referred to as the "Department");

WHEREAS, the Department has the authority to provide police services, including the direction and control of vehicular traffic upon streets and highways located within the City of Starkville, Mississippi;

WHEREAS, pursuant to Miss. Code Ann. § 17-25-11, certified law enforcement officers employed by the Department may wear the official uniform and other Department issued gear while performing private security services during off-duty hours;

WHEREAS, pursuant to Miss. Code Ann. § 17-25-11, such proposed employment is not likely to bring disrepute to the City, the Department, the officer, or law enforcement generally, and the use of the official uniform and gear in the discharge of the officer's private security endeavor promotes the public interest;

WHEREAS, under these parameters, the City is entitled to enter into police and traffic control agreements with private entities requiring such services and to enter into agreements to allow the officers to obtain compensation to defray the costs of such services; and

WHEREAS, the Church desires to enter into such an agreement for such services in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. SERVICES PROVIDED BY THE DEPARTMENT. Subject to the terms and conditions of this Agreement, the Department's officers shall, from time to time, provide traffic control and direction and security during specified times and locations determined by the Church in the vicinity of the Church's Sunday services in the City.

2. PERSONNEL, TRAINING AND EXPERIENCE. The Department will allow qualified police personnel ("Police Personnel") to provide such services. Such Police Personnel shall perform such services in their discretion based on their experience and expertise.

3. INDEPENDENT CONTRACTOR(S). The Police Personnel performing services under this Agreement shall at all times be acting as an independent contractor, and no such Police Personnel shall at any time bc deemed to be an employee of the Church.

4. TIME OF SERVICES. The regular time of service will be each Sunday as directed by the Church. Police Personncl providing services under this Agreement will be required to complete and return to the Church a time sheet. Police Personnel performing duties under this Agreement shall dress in their regular police uniform that designates them as a uniformed police officer of the City and, in addition to possessing any other Department issued gear, shall carry a Church security radio on their person while performing duties hereunder, with such security radio monitoring the Church's designated security channel. In addition to traffic duties, the Police Personnel shall patrol the Church parking lot when not performing traffic control and direction duties hereunder.

5. COMPENSATION FOR SERVICES. The Church shall compensate the Police Personnel for each member's service at the rate of Thirty Dollars ($30.00) per hour or One Hundred Twenty Dollars ($120.00) for the four (4) hour regular times of service each week. Such compensation shall be remitted directly to each of the Police Personnel performing services hereunder, and each such Police Personnel shall execute and deliver a W-9 to the Church prior to performing services hereunder.

6. TERM. This Agreement shall be for a one-year term but may be cancelled at any time at the option of the Church or the City provided that notice of such cancellation shall be given in writing to the other at least thirty (30) days prior to such cancellation. The City and the Church may renew this Agreement for successive one-year terms by execution of a mutual written agreement each year.

7. NO ASSIGNMENT. Neither party may assign this Agreement, nor shall either party assign any of its obligations to perform hereunder, it being understood and agreed between the parties that this Agreement and the services and other obligations to be performed hereunder constitute a contract with the municipal government for specialized services.

8. NOTICES. Any notices required to be given to parties pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed to the following respective addresses:

In the case of the City:
Starkville Police Department
Attn: Chief of Police
101 Lampkin Street
Starkville, MS 39759

In the case of the Church:
Pinelake Church, Inc.
Attn: Rod Cadenhead, Executive Pastor of Operations
6071 Highway 25
Brandon, MS 39047

9. COMPLIANCE WITH LAWS/ VENUE. This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the Starkville Police Department and shall be governed by the laws of the State of Mississippi, including Miss. Code Ann. § 17-25-11. The venue of any legal action or proceeding arising under this Agreement shall be a court of competent jurisdiction located in Oktibbeha, Mississippi.

10. LIMITATION OF LIABILITY AND INDEMNITY. Pursuant to Miss. Code Ann. § 17-25-11, acts and omissions of Police Personnel in the discharge of their duties under this Agreement shall be deemed to be the acts and omissions of the Church and not the acts and omissions of the City or Department. The Church shall hold harmless the City, Department, and Police Personnel, and fully defend and indemnify

them from any expense or loss, including attorney's fees, which results from any action taken against the City, Department or Police Personnel arising out of the acts or omissions of the Police Personnel in performing their duties for the Church under this Agreement. Neither the City, nor the Department, nor the Police Personnel, shall be liable for acts or omissions of the Police Personnel in the performance of their duties for the Church under this Agreement.

11. INVALIDITY OF PROVISION. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

12. MODIFICATION OF AGREEMENT. Any modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing signed by each party or any authorized representative of each party.

13. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

15. BINDING AUTHORITY. Each of the signatories to this Agreement represent that each has full authority to enter into the foregoing Agreement on behalf of the party represented herein, and that all corporate action has been taken by the governing board/membership to duly authorize the execution and performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first above written.

CITY OF STARKVILLE, MISSISSIPPI

By: ____________________

Print Name: D. Lynn Spruill

Print Title: Mayor

PINELAKE CHURCH, INC.

By: Rod Cadenhead

Print Name: Rod Cadenhead

Print Title: Executive Pastor of Operations

6. CONSIDERATION OF ESTABLISHING SET HOURS FOR TRICK OR TREATING OF 5:30 PM TO 8:00 PM ON WEDNESDAY, OCTOBER 31, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval of establishing set hours for Trick or Treating of 5:30 pm to 8:00 pm on Wednesday, October 31, 2018" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVAL OF THE 2019 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the 2019 Holiday Schedule for the City of Starkville as follows" is enumerated, this consent item is thereby approved.

New Year's Day	1st of January	Tuesday, January 1, 2019
Martin Luther King Jr.	3rd Monday in January	Monday, January 21, 2019
Good Friday	Friday before Easter	Friday, April 19, 2019
Memorial Day	Last Monday in May	Monday, May 27, 2019
Independence Day	4th of July	Thursday, July 4, 2019
Labor Day	1st Monday in September	Monday, September 2, 2019
Veterans Day	2nd Monday in November	Monday, November 11, 2019
Thanksgiving Holidays	Thanksgiving Day	Thursday, November 28, 2019
Christmas Holidays	Christmas Eve & Christmas Day	Tuesday, Dec 24 & Wednesday, Dec 25, 2019

8. CONSIDERATION OF REPLACING THE MODIFIED ROAD NAME "ROOSEVELT TAYLOR SR. STREET" APPROVED ON JUNE 5, 2018 WITH ROOSEVELT TAYLOR SR. DRIVE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval of replacing the modified road name "Roosevelt Taylor Sr. Street" approved on June 5, 2018 with Roosevelt Taylor Sr. Drive" is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF THE RENEWAL OF THE CIRCLE S FLIGHT TRAINING AGREEMENT AT GEORGE M. BRYAN FIELD, STARKVILLE MS, FOR ONE YEAR.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the Circle S Flight Training Agreement at George M. Bryan Field, Starkville MS, for one year" is enumerated, this consent item is thereby approved.

STARKVILLE MUNICIPAL AIRPORT

GEORGE M. BRYAN FIELD

Circle S Aviation, LLC Agreement

This agreement is entered into this the 3rd day of October, 2018 by and between Starkville Municipal Airport, George M. Bryan Field, ("Lessor"), established pursuant to "Municipal Airport Law," Mississippi Code §§ 61-5-1 through 61-5-49, and owned and operated by the City of Starkville, Mississippi, and Circle S Aviation, LLC ("Lessee"), for the purpose of the Lessee establishing and operating a Flight Training business.

In addition, the parties agree to the following:

1. Lessee agrees to have on file and update as necessary a listing of each part time and full-time employee of Lessee including their hire and/or termination date, title, responsibilities and duties.
2. Lessor and Lessee understand that this agreement does not grant an exclusive right to Lessee for any services described herein. Unrestricted areas of George M. Bryan Field are available on an equal basis to all qualified and approved Flight Training businesses.
3. This lease is for a term of twelve (12) months, commencing on October 1, 2018 and terminating on September 30, 2019 with a yearly option to renew on terms agreeable to the parties.
4. Lessor agrees to conduct the business of "Flight Training" as described in the "Minimum Standards" for Fixed Base Operators as adopted by the City of Starkville on or about March 1, 2016, a copy of which is attached hereto as "Exhibit A."
5. Lessee agrees to operate a business for the use and benefit of the public and furnish all services on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair and reasonable prices for each unit or service. Lessee shall file a list of all aircraft rental and flight training rates charged with Lessor and keep said file updated at such time a change is made. All services offered by the Lessee shall be performed with promptness and courtesy. Notwithstanding anything to the contrary, nothing contained herein shall be construed to authorize the granting of exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act of 1968, as amended. Lessee further agrees to keep the leased premises in a neat and orderly manner, free of offensive or dangerous materials and conditions.
6. Due to the fact that no training facilities are currently available at the commencement time of this agreement and until permanent facilities are available, the Lessee is hereby granted permission, at the Lessee's expense, to set up a portable building, up to 500 sq ft, (solely for training purposes) on the South West end of the automobile parking lot on paved ground (as shown in Exhibit B). The Lessee is responsible for the required electrical power and internet connection including the setup fees and monthly fees. Water and sewage connections are the responsibility of Lessee and are not included in this lease. Proper anchoring and skirting are required. The portable building shall be handicapped accessible. A Ground Lease fee of $15.00 per month paid to the Airport by the 10th of each month shall apply. The Lessee may pay any amount up to a year in advance, with no discount. The Lessee, employees and customers shall have access to the restrooms, break room and trash containers in the Terminal Building, on George M. Bryan Field. If this Lease Agreement shall for any reason become terminated, the Lessee shall remove the portable building and all supporting connections at the Lessee's

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

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

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

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

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

____

By: ____ (Print Name)

Its: ____

Circle S Aviation, LLC ("Lessee")

____

By: ____ (Print Name)

Its: ____

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

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

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

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

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

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

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

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

a. The name and address of the applicant;
b. The proposed land use, facility, and/or activity sought;
c. The names and the qualifications of the principle personnel to be involved in conducting such activity;
d. The financial responsibility and technical ability of the applicant and operator to carry out the activity sought;

EXHIBIT
A

e. The tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such activity;
f. The requested or proposed date for commencement of the activity and the term of conducting the same;
g. The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities;
h. The proposed rental fees to be paid to the Airport for use of city owned facilities, services or provided utilities.

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

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

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

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

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

a. Each authorized aeronautical activity shall comply with the Minimum Standards. The lease shall refer to and incorporate these Standards by reference. Failure to comply with the Minimum Standards after notification of non-compliance shall constitute grounds for termination or cancellation of the Lease.
b. Any structures or facility to be constructed or placed upon said Airport shall conform to all safety regulations of the State of Mississippi and the City of Starkville and shall conform to the requirements of current building codes and fire regulations of the City of Starkville; any construction commenced will be

diligently pursued to completion. Performance bonds commensurate with the value of the construction shall be required.

c. The City shall reserve the right to modify or alter these Standards from time to time; however, any increase or expansion in the Standards shall not apply retroactively to an existing lease but would be applicable at time of renewal or extension or any leasehold term. Minimum Standards changes necessary to address immediate safety issues or to immediately and significantly improve efficiency that are mutually agreed to by both a lessee and the Airport Board can become applicable with a letter of execution signed by both the board president and the lessee and forwarded to the city for approval.

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

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

City of Starkville, Mississippi, and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport properties.

j. No fixed base operators shall sublease or sublet any premises leased by such operator from the City, or assign any such lease without the prior written approval of the City; any such subletting or assignment shall be subject to all of the Minimum Standards herein set forth.

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

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

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

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

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

b. Aircraft Engine and Accessory Maintenance. All persons operating aircraft engine and accessory maintenance facilities shall provide:
   1. Sufficient hangar space to house any aircraft upon which such service is being performed.
   2. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance have been completed.
   3. Adequate shop space for tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification.
   4. At least one FAA-certified air frame and engine mechanic available during eight hours of the day, five days per week.
   5. Facilities for washing and cleaning aircraft.
   6. Storage of aircraft undergoing repair. Aircraft shall not be stored for salvage operations. Any aircraft undergoing repair and to be in a non-airworthy condition in excess of 30 days shall be screened from public view.
   7. Separately partitionable space for adequate exhaust fans and fire protection for spray painting if this type of work is performed.

c. Flight Training. All persons conducting flight training activities shall provide:
   1. Instruction available eight hours per day, at least five (5) days per week for single engine land airplanes.
   2. Provide the properly equipped and maintained aircraft required to give flight instruction of the kind advertised.
   3. Adequate classroom space with proper rest room and seating facilities.
   4. Properly certified ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot and commercial ratings.
   5. Continuing ability to meet certification requirements of the FAA for the flight training proposed.
   6. Adequate public liability and property damage insurance sufficient to protect the operator and the City from any legal liabilities involved.

d. Aircraft Charter and Taxi Service. Persons operating aircraft charter and taxi service shall provide:
   1. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.
   2. Aircraft with properly certificated and qualified operating crews.
   3. Adequate public liability, property damage and passenger liability sufficient to protect the operator and the City from any legal liabilities involved.

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

1. Suitable office space for consummating sales and/or rentals and the keeping of the proper records.
2. For rental, an airworthy aircraft suitably maintained and certificated.
3. Adequate facilities for servicing and repairing the aircraft, or satisfactory arrangements with other operators on the Airport for such service and repair.

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

1. Suitable arrangements have been provided for the safe storage and containment of chemical materials; no poisonous or flammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
2. The operator shall have available properly certificated aircraft suitably equipped for the services undertaken.
3. The operator shall make suitable arrangements for servicing the aircraft with adequate safeguards against spillage on runways, taxiways and ramps or disposal of any chemicals by wind to other operational areas of the Airport and in the proper disposal of any used containers of chemicals, medical wastes or medical supplies.

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

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

Section 8. MAINTENANCE/MANAGEMENT AGREEMENT. Nothing herein contained shall be construed as to limit the right of the City to enter into a contract and agreement with a General Fixed Base Operator which is separate and distinct from his lease agreement with respect to the maintenance and overall supervision of the George M. Bryan Field, the Airport, and designated to operate as the Manager of the Airport.

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

Alderman Ben Carver voted: aye

Alderman David Little voted: aye

Alderman Scott Maynard voted: aye

Alderman Roy A.' Perkins	voted: aye
Alderman Jason Walker	voted: aye
Alderman Lisa Wynn	voted: aye
Alderman Henry Vaughn, Sr.	voted: aye

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

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

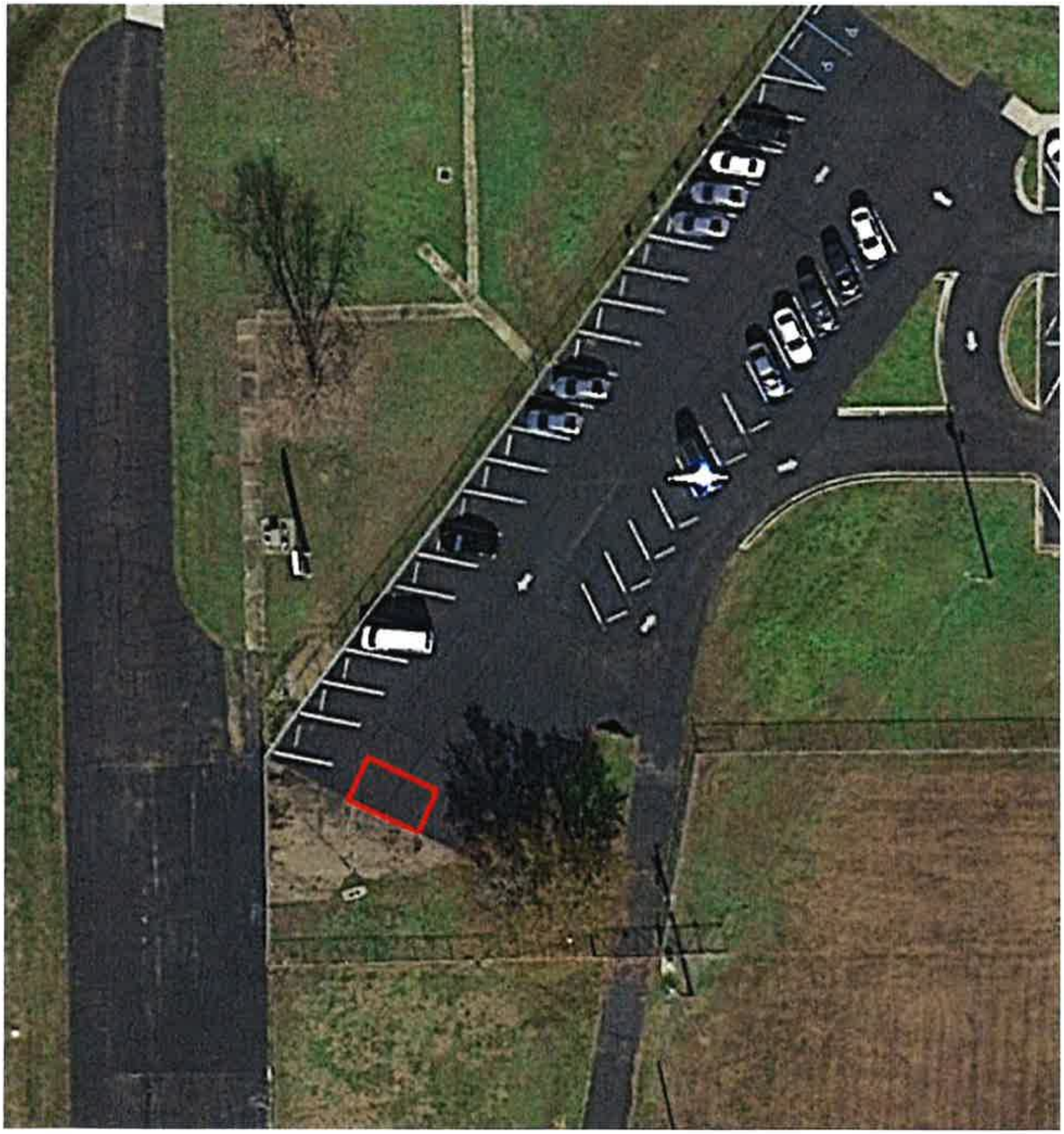
Lesa Hardin

Lesa Hardin, City Clerk

CITY OF STARKVILLE STATE OF MISSISSIPPI

Circle S Aviation

Exhibit B



EXHIBIT

B

10. CONSIDERATION OF THE RENEWAL OF THE KEESLING AIRCRAFT RENTAL AND TRAINING, LLC FLIGHT SCHOOL AGREEMENT FOR FLIGHT SCHOOL TRAINING AT GEORGE M. BRYAN FIELD, STARKVILLE MS, FOR ONE YEAR.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Keesling Aircraft Rental and Training, LLC Flight School Agreement for Flight School Training at George M. Bryan Field, Starkville MS, for one year” is enumerated, this consent item is thereby approved.

STARKVILLE/OKTIBBEHA COUNTY AIRPORT

GEORGE M. BRYAN FIELD

Keesling Aircraft Rental and Training, LLC

Flight Training Agreement

This agreement is entered into this the 3rd day of October, 2018 by and between Starkville Municipal Airport, George M. Bryan Field, ("Lessor"), established pursuant to "Municipal Airport Law," Mississippi Code §§ 61-5-1 through 61-5-49, and owned and operated by the City of Starkville, Mississippi, and Keesling Aircraft Rental and Training, LLC ("Lessee"), for a Flight Training Operation.

In addition the parties agree to the following:

1. Lessor leases to Lessee a part of Starkville Municipal Airport on George M. Bryan Field, consisting of designated office spaces therein and tie down spaces on the ramp as designated for Lessee's owned or controlled aircraft utilized exclusively for pilot training. Lessee agrees to pay Lessor on or before the tenth (10th) of each month the sum of $50.00 per month for the designated leased office space and the sum of $25.00 per month for each designated tie-down space. The rent shall be considered late if not received by the 10th of each month. If such rent is not received by the date due, a late fee will be applied beginning the 11th day of each month in the amount of 10% of the rent due for the month. Failure of the Lessee to pay rent timely under this Lease shall constitute a default of this agreement at the discretion of the Lessor and allow the Lessor to seek all available remedies under the law, including acceleration of all rent payments for the duration of the lease term.
2. A sketch attached hereto as "Exhibit A," and made a part hereof, shows all property described under this lease. Lessor and Lessee understand that this agreement does not grant an exclusive right to Lessee for any services described herein. Areas of George M. Bryan Field are available on an equal basis to other qualified Flight Training Operators.
3. This lease is for a term of twelve (12) months, commencing on October 1, 2018, and terminating on September 30, 2019 with a yearly option to renew on terms agreeable to the parties.
4. Lessor leases said premises to Lessee solely for Lessee's use and purpose of conducting the business of "Flight Training" as described in the "Minimum Standards" for Fixed Base Operators as adopted by the City of Starkville on or about March 1, 2016, a copy of which is attached hereto as "Exhibit B."
5. Lessee agrees to operate the leased premises for the use and benefit of the public and make available to the public on fair and reasonable terms all leased airport facilities, and furnish all services on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair and reasonable prices for each unit or service. Lessor agrees that the rates and charges for such activities and services shall be fixed by the Lessee subject to the Lessor's concurrence and approval. Lessee shall file a list of all rates with Lessor and keep said file updated at such time a change is made. In the event of dispute as to the reasonableness of any charge or fee by Lessee, Lessee agrees and understands that the final determination of such charge or fee will be made by the Lessor. All services offered by the Lessee shall be performed with promptness and courtesy. Notwithstanding anything to the contrary, nothing contained herein shall be construed to authorize the granting of exclusive rights within the meaning of Section 308(a) of the

Federal Aviation Act of 1968, as amended. Lessee further agrees to keep the leased premises in a neat and orderly manner, free of offensive or dangerous materials and conditions.

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

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

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

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

____

By:__________________________________ (Print Name)

Its: ______________________________________

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

____

By: __________________________________(Print Name)

Its: ______________________________________

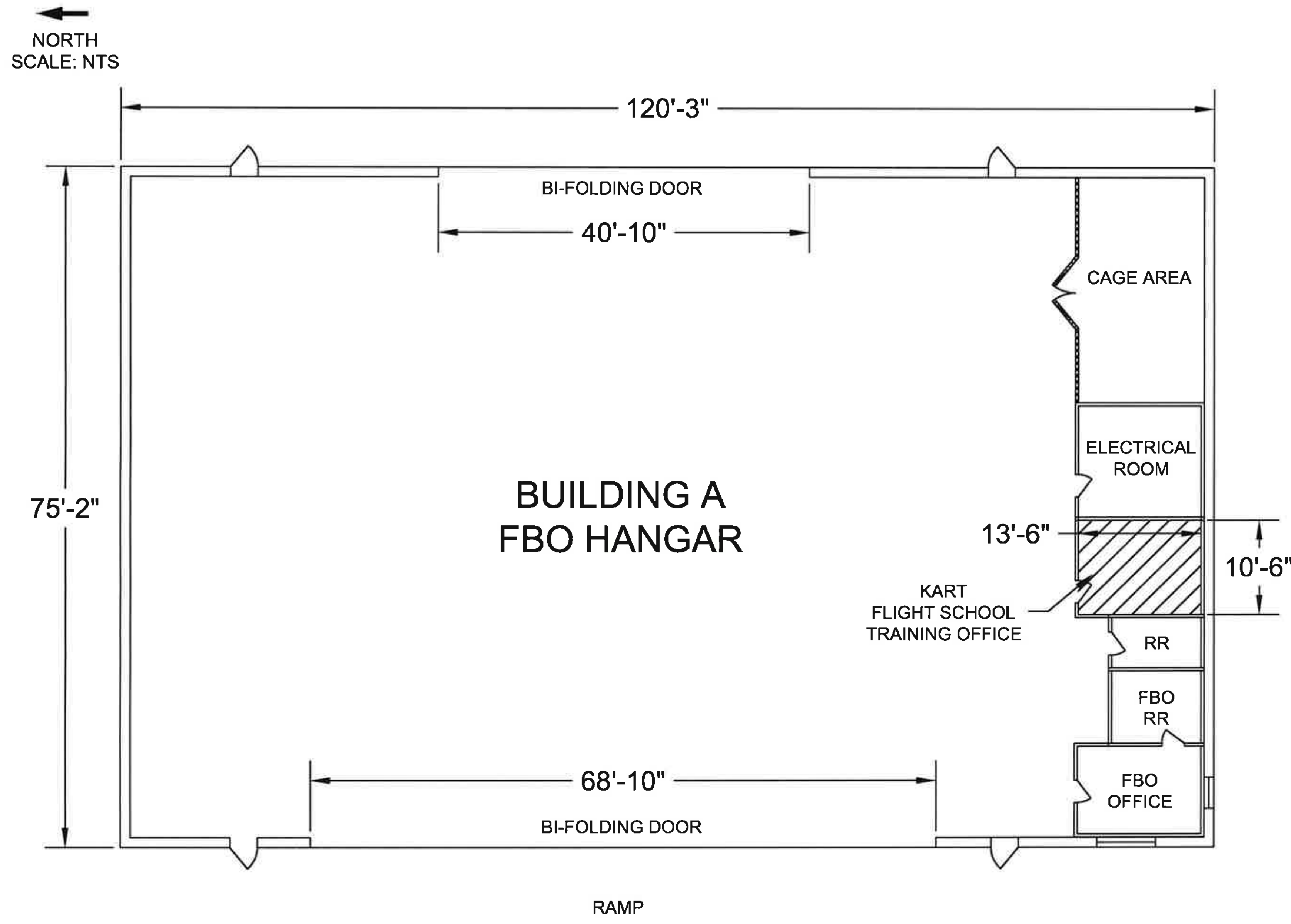

NORTH
SCALE: NTS
120'-3"
75'-2"
BI-FOLDING DOOR
40'-10"
CAGE AREA
ELECTRICAL ROOM
BUILDING A
FBO HANGAR
13'-6"
10'-6"
KART
FLIGHT SCHOOL
TRAINING OFFICE
RR
FBO RR
FBO OFFICE
68'-10"
BI-FOLDING DOOR
RAMP

EXHIBIT A

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

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

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

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

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

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

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

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

a. The name and address of the applicant;
b. The proposed land use, facility, and/or activity sought;
c. The names and the qualifications of the principle personnel to be involved in conducting such activity;
d. The financial responsibility and technical ability of the applicant and operator to carry out the activity sought;

EXHIBIT

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e. The tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such activity;
f. The requested or proposed date for commencement of the activity and the term of conducting the same;
g. The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities;
h. The proposed rental fees to be paid to the Airport for use of city owned facilities, services or provided utilities.

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

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

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

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

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

a. Each authorized aeronautical activity shall comply with the Minimum Standards. The lease shall refer to and incorporate these Standards by reference. Failure to comply with the Minimum Standards after notification of non-compliance shall constitute grounds for termination or cancellation of the Lease.
b. Any structures or facility to be constructed or placed upon said Airport shall conform to all safety regulations of the State of Mississippi and the City of Starkville and shall conform to the requirements of current building codes and fire regulations of the City of Starkville; any construction commenced will be

diligently pursued to completion. Performance bonds commensurate with the value of the construction shall be required.

c. The City shall reserve the right to modify or alter these Standards from time to time; however, any increase or expansion in the Standards shall not apply retroactively to an existing lease but would be applicable at time of renewal or extension or any leasehold term. Minimum Standards changes necessary to address immediate safety issues or to immediately and significantly improve efficiency that are mutually agreed to by both a lessee and the Airport Board can become applicable with a letter of execution signed by both the board president and the lessee and forwarded to the city for approval.

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

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

City of Starkville, Mississippi, and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport properties.

j. No fixed base operators shall sublease or sublet any premises leased by such operator from the City, or assign any such lease without the prior written approval of the City; any such subletting or assignment shall be subject to all of the Minimum Standards herein set forth.

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

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

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

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

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

b. Aircraft Engine and Accessory Maintenance. All persons operating aircraft engine and accessory maintenance facilities shall provide:
   1. Sufficient hangar space to house any aircraft upon which such service is being performed.
   2. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance have been completed.
   3. Adequate shop space for tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification.
   4. At least one FAA-certified air frame and engine mechanic available during eight hours of the day, five days per week.
   5. Facilities for washing and cleaning aircraft.
   6. Storage of aircraft undergoing repair. Aircraft shall not be stored for salvage operations. Any aircraft undergoing repair and to be in a non-airworthy condition in excess of 30 days shall be screened from public view.
   7. Separately partitionable space for adequate exhaust fans and fire protection for spray painting if this type of work is performed.

c. Flight Training. All persons conducting flight training activities shall provide:
   1. Instruction available eight hours per day, at least five (5) days per week for single engine land airplanes.
   2. Provide the properly equipped and maintained aircraft required to give flight instruction of the kind advertised.
   3. Adequate classroom space with proper rest room and seating facilities.
   4. Properly certified ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot and commercial ratings.
   5. Continuing ability to meet certification requirements of the FAA for the flight training proposed.
   6. Adequate public liability and property damage insurance sufficient to protect the operator and the City from any legal liabilities involved.

d. Aircraft Charter and Taxi Service. Persons operating aircraft charter and taxi service shall provide:
   1. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.
   2. Aircraft with properly certificated and qualified operating crews.
   3. Adequate public liability, property damage and passenger liability sufficient to protect the operator and the City from any legal liabilities involved.

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

1. Suitable office space for consummating sales and/or rentals and the keeping of the proper records.
2. For rental, an airworthy aircraft suitably maintained and certificated.
3. Adequate facilities for servicing and repairing the aircraft, or satisfactory arrangements with other operators on the Airport for such service and repair.

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

1. Suitable arrangements have been provided for the safe storage and containment of chemical materials; no poisonous or flammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
2. The operator shall have available properly certificated aircraft suitably equipped for the services undertaken.
3. The operator shall make suitable arrangements for servicing the aircraft with adequate safeguards against spillage on runways, taxiways and ramps or disposal of any chemicals by wind to other operational areas of the Airport and in the proper disposal of any used containers of chemicals, medical wastes or medical supplies.

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

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

Section 8. MAINTENANCE/MANAGEMENT AGREEMENT. Nothing herein contained shall be construed as to limit the right of the City to enter into a contract and agreement with a General Fixed Base Operator which is separate and distinct from his lease agreement with respect to the maintenance and overall supervision of the George M. Bryan Field, the Airport, and designated to operate as the Manager of the Airport.

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

Alderman Ben Carver	voted: aye
Alderman David Little	voted: aye
Alderman Scott Maynard	voted: aye

Alderman Roy A.' Perkins voted: aye

Alderman Jason Walker voted: aye

Alderman Lisa Wynn voted: aye

Alderman Henry Vaughn, Sr. voted: aye

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

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin

Lesa Hardin, City Clerk

CITY OF STARKVILLE STATE OF MISSISSIPPI

11. CONSIDERATION OF REJECTION OF THE SOLE BID FOR THE 2018 ROADWAY BASE AND RESURFACING PROGRAM - PROJECT NO. 18036 AND AUTHORIZING READVERTISING FOR BIDS IN THE SPRING OF 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the rejection of the sole bid for the 2018 Roadway Base and Resurfacing Program - Project No. 18036 and authorizing re-advertising for bids in the Spring of 2019, based on the sole bid received being approximately 40% greater than the engineering cost estimate" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO APPROVE THE ANNUAL MUNICIPAL COMPLIANCE REPORT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the 2018 Municipal Compliance Questionnaire" is enumerated, this consent item is thereby approved.

Municipal Compliance Questionnaire

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

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

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

Information

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

1. Name and address of municipality:
   ___City of Starkville___
   ___110 West Main St, Starkville, MS 39759 ___

2. List the date and population of the latest official U.S. Census or most recent official census:
   ___2010 - 23888 ___

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
   ___See Attached (Appendix A) ___

4. Period of time covered by this questionnaire:

   From: _October 1, 2017___ To: ___September 30, 2018___

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

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2018

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

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)	Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)	Y
3. Are municipal records open to the public? (Section 25-61-5)	Y
4. Are meetings of the board open to the public? (Section 25-41-5)	Y
5. Are notices of special or recess meetings posted? (Section 25-41-13)	Y
5. Are all required personnel covered by appropriate surety bonds?	
. Board or council members (Sec. 21-17-5)	Y
Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)	Y
Municipal clerk (Section 21-15-38)	Y
Deputy clerk (Section 21-15-23)	Y
Chief of police (Section 21-21-1)	Y
Deputy police (Section 45-5-9) (if hired under this law)	NA
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)	Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33)	Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)	Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)	Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)	Y

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

PART II - Cash and Related Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART III - Purchasing and Receiving

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

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

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

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

PART IV - Bonds and Other Debt

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

PART V - Taxes and Other Receipts

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

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) ____Y______

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) ____Y______

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) ____Y______

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) ____Y______

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) ____Y______

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) ____Y______

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) ____Y______

APPENDIX A:

Position	Name	Address	Telephone
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	503 Cottonwood Dr	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
Alderman Ward 3	David Little	100 Cypress Point Rd	662-418-5430
Alderman Ward 4	Jason Walker	405 Shadowood Lane	662-617-0130
Alderman Ward 5	Patrick Miller	502 N. Montgomery St	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Chris Latimer	1216 Van Buron / 38655	662-245-5132

CITY OF STARKVILLE, MS

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2018

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

(City Clerk's Signature)	(Mayor's Signature)
(Date)	(Date)

Minute Book References:

Book Number ____________________

Page ____________________

(Clerk is to enter minute book references when questionnaire is accepted by board.)

13. CONSIDERATION OF APPROVAL OF CITY CLERK / CFO LESA HARDIN TO ATTEND THE 2018 MASTER MUNICIPAL CLERK SESSION TO BE HELD OCTOBER 3 – 4 AT MSU AT A COST OF $100.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval for City Clerk / CFO Lesa Hardin to attend the 2018 Master Municipal Clerk and Committee Session to be held October 3 – 5 at MSU with a cost not to exceed $100” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO BURNS DIRT CONSTRUCTION TO BURN CLEARED DEBRIS ASSOCIATED WITH A FUTURE CONSTRUCTION PROJECT AT STARKVILLE/OKTIBBEHA INDUSTRIAL PARK.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval to issue a commercial burn permit to Burns Dirt Construction to burn cleared debris associated with a future construction project at Starkville/Oktibbeha Industrial Park” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF PERMISSION TO ALLOW JMCM CONSULTING TO WRITE AND DEVELOP FEMA GRANTS FOR THE SFD FOR A 5% FEE, IF THE GRANT IS APPROVED, FOR PROJECT ADMINISTRATION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval to allow JMCM Consulting to write and develop FEMA grants for the SFD and if the grant is approved, the SFD would owe JMCM Consulting 5% of the funded amount for project administration” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR AN EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT/ NEW CONSTRUCTION DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for an Equipment Operator in the Starkville Utilities Department/ New Construction Division” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR THREE (3) MAINTENANCE WORKERS IN THE STARKVILLE UTILITIES DEPARTMENT/WATER DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for three (3) Maintenance Workers in the Starkville Utilities Department/Water Division” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ADVERTISE FOR A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Radio Operator (Dispatcher) in the Starkville Police Department” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO ADVERTISE FOR A COMMERCIAL DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Commercial Driver in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO HIRE MADISON SMITH AS AN ENGINEERING ASSOCIATE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Madison Smith as a Engineering Associate in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A FIREFIGHTER POSITION IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise to fill a Firefighter position in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO ADVERTISE FOR JANITORIAL SERVICES FOR THE CITY OF STARKVILLE PARKS AND RECREATION DEPARTMENT FACILITIES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for janitorial services for the Parks and recreation Department facilities" is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO CHANGE THE CLASSIFICATION OF JOSEPH WILLIAMS TO A LEAD FIELD MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to change the classification of Joseph William to a Lead Field Maintenance Worker in the Parks and Recreation Department" is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO RECLASSIFY THE DIRECTOR OF RECREATION AND SPORTS POSITION TO ATHLETIC SUPERVISOR IN THE PARKS AND RECREATION DEPARTMENT AND TO NAME CURRENT SPORTS COORDINATOR WILLIAM POCHOP AS ATHLETIC SUPERVISOR.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to reclassify the Director of Recreation and Sports position to Athletic Supervisor in the Parks and Recreation Department and to name current Sports Coordinator William Pochop as Athletic Supervisor" is enumerated, this consent item is thereby approved.

25. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A SPORTS COORDINATOR POSITION IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to fill a Sports Coordinator position in the Parks and Recreation Department" is enumerated, this consent item is thereby approved.

26. REQUEST AUTHORIZATION TO ADVERTISE FOR A FULL-TIME FIELD MAINTENANCE WORKER POSITION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a Full-Time Field Maintenance Worker position" is enumerated, this consent item is thereby approved.

27. REQUEST AUTHORIZATION TO RECLASSIFY THE PROGRAM COORDINATOR POSITION TO PROGRAM SUPERVISOR IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to reclassify the Program Coordinator position to Program Supervisor in the Parks and Recreation Department" is enumerated, this consent item is thereby approved.

28. REQUEST APPROVAL OF THE LOWEST AND BEST BID FROM WASTEZERO INC. FOR THE PURCHASE OF 12,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF $ 130,920.00 FOR THE 2018 ANNUAL BAG DISTRIBUTION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the lowest bid from Waste Zero, Inc. for the purchase of 12,000 rolls of garbage bags in the amount of $130,920.00 for the 2018 annual bag distribution" is enumerated, this consent item is thereby approved.

Bids Received through reverse auction held September 27, 2018:

WasteZero Inc.	12000	Rank
$/Roll	Total	1
$10.91	$130,920.00	

Central Poly	12000	Rank
$/Roll	Total	2
$10.92	$131,040.00	

Dyna Pak	12000	Rank
$/Roll	Total	3
$11.12	$133,440.00	

Interboro Packaging Corp.	12000	Rank
$/Roll	Total	4
$11.24	$134,880.00	

Lann Chemical and Supply	12000	Rank
$/Roll		5
$14.20	$170,400.00	

29. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE TO REPAIR THE 200 HP VERTICAL HOLLOW SHAFT US MOTOR AT A QUOTE OF $6,535.00 FROM PARKS & PARKS WATER WELL SERVICE INC.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best quote to repair the 200 HP vertical hollow shaft US Motor - Parks & Parks Water Well Service Inc." is enumerated, this consent item is thereby approved.

Quotes Received:

Donald Smith Company	$7,381.00
Parks & Parks Water Well Service Inc.	$6,535.00

30. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE A TASK ORDER WITH VOLKERT FOR ENGINEERING SERVICES FOR THE ERNEST E. JONES WASTEWATER TREATMENT PLANT BIOSOLIDS IMPROVEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to initiate a task order with Volkert for Engineering Services for the Ernest E. Jones Wastewater Treatment Plant Biosolids Improvements" is enumerated, this consent item is thereby approved.

STARKVILLE UTILITIES
CITY OF STARKVILLE, MISSISSIPPI
TASK ORDER NO. 03 – 2018

ERNEST E. JONES WASTEWATER TREATMENT FACILITY
BIOSOLIDS IMPROVEMENTS

This Task is to be performed in accordance with the provisions of the Agreement for professional services entered into this _3rd_ day of _ October _, 2017, by and between Starkville Utilities, City of Starkville, Mississippi, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT.

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

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

Wastewater collected in the City of Starkville (City) is conveyed to the Ernest E. Jones Wastewater Treatment Plant (WWTP). This facility is operated by Starkville Utilities (OWNER), a department of the City. The waste active sludge (WAS) produced in the biological process is conveyed to a 25-acre lagoon located adjacent to and north of the WWTP. The lagoon is operating at or near capacity. In an effort to address this issue and provide a sustainable solution for biosolids management, CONSULTANT evaluated alternatives for treatment, disposal, and storage of biosolids.

CONSULTANT performed a cursory evaluation of treatment of solids to Class A and Class B. Class A alternatives were selected for further evaluation due to the focus on sustainability, the benefits associated with resource recovery, and opportunities for disposal of the end product through partnerships with Mississippi State University, the City, and surrounding cooperatives and land owners. All parties expressed interest in an end product that did not require permitting or sampling, did not produce an odor when land applied or utilized as a solid amendment, and did not adversely impact soil characteristics.

Treatment to Class A biosolids utilizing a solar dryer was recommended as the solution which best aligned with the project objectives. Following is a proposal for professional services for implementation of the recommended solution.

1.1. <u>Basic Services.</u>

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

Phase 1 – Design Services

Task 1A – Preliminary Design

Project Management and Kick-off

CONSULTANT will develop a Quality Management Plan (QMP) to include project objectives, scope, schedule, and communication protocols. This will be developed through collaboration with OWNER.

A kick-off meeting will be conducted to review the QMP and to issue a formal request for information required to complete the scope of services.

Data Gathering and Reference

CONSULTANT will gather and/or reference the following information to provide a basis for design:

- Operational data collected during the evaluation of the biosolids and existing sludge lagoon.
- Record drawings for the existing WWTP, including process and instrumentation diagrams and mechanical plans.
- A topographic survey will be performed for the site. Survey will be performed by Springer Engineering, Inc., Starkville, MS.
- Geotechnical evaluation will be performed for the site. Evaluation will be performed by Springer Engineering, Inc., Starkville, MS.
- Field verification of piping and appurtenances.

Design Scope

CONSULTANT will produce a preliminary design for the Class A biosolids alternative recommended in the engineering report, *Ernest E. Jones Wastewater Treatment Plant – Biosolids Management Plan, September 11, 2018*. This will include the following:

- Coordination of upgrades with the existing WWTP processes, including waste sludge pumping and controls.
- Upgrade of the existing Equalization Tank to convert to a Solids Holding Tank – The upgrade will include the following:
    - Mechanical mixing or aeration capable of providing sufficient energy to maintain solids suspension for the approximately 375,000 gallon holding tank.
    - Floating Decanter or Adjustable Weir system capable of thickening 0.5% to 1% solids to 2%-3% solids.
- Sludge Dewatering Improvements:
    - Two (2) inclined Screw Presses and associated chemical system capable of dewatering 2%-3% solids to 20% solids at a rate of 875 dry-tons/hour each.
    - One (1) screw conveyor capable of transferring dewatered sludge at 20% solids horizontally and inclined to deposit into transfer mechanism.
    - Structure shall be covered to protect equipment from the weather.
- Sludge Drying Improvements:
    - Three (3) solar dryers capable of drying a minimum of 4,200 wet tons of sludge at 20% solids per year to Class A standards per the EPA 503 regulations.
    - One (1) sludge storage structure with dividers to store biosolids prior to disposal or distribution. Structure may be covered as an alternate.
- Electrical and Controls related to the dewatering and drying facilities. This will include coordination with the WWTP systems integrator responsible for upgrade of the WWTP instrumentation and controls under a separate contract with OWNER.
- Septage receiving station to facilitate disposal and metering of waste haulers delivering to the WWTP. This may be included in the construction documents as an alternate.

- Constructed wetlands – A portion of the existing sludge lagoon shall be cultivated with highly vascular plants to remove nutrients and metals. This will not be a permitted wetland.

Exclusions:

- Upgrade of the return sludge and waste sludge pumps and associated electrical and controls systems
- Upgrade of the WWTP electrical and instrumentation and controls systems

CONSULTANT shall coordinate site visits for representatives of OWNER to observe the proposed technologies for sludge dewatering and solar drying, one trip for each basis of design technology.

Engineers Estimate of Probable Cost of Construction

CONSULTANT will develop a preliminary engineer's estimate of probable construction cost for the recommended improvements. This estimate will be used as a cost control measure during design.

Preliminary Design Review and Quality Management

Preliminary design documents, including the Engineer's Estimate of Probable Construction Cost will be reviewed with OWNER and submitted to OWNER for review and comment. Comments will be received and incorporated into the Preliminary design documents. Internal constructability and quality reviews will be performed prior to submission.

CONSULTANT will not proceed with final design without approval by the OWNER to do so.

Task 1B – Final Design

CONSULTANT will proceed with Final Design upon receipt of written approval from the OWNER. Final design will further develop project requirements for Preliminary Design scope and shall include any additional items/scope added by amendment. Design will include electrical and controls upgrades only associated with the sludge dewatering and drying improvements.

Final design will include two (2) design milestones – Detailed Design (70%) and Construction Documents (100%). Upon receipt of comments from the Construction Documents submittal, CONSULTANT will incorporate the appropriate revisions prior to advertisement for bids. Each milestone will incorporate an internal CONSULTANT review per the QMP requirements, review with OWNER, incorporation of comments received, and final review and approval by OWNER.

CONSULTANT will update the engineer's estimate of probable construction cost and will submit with each design milestone submittal.

Permitting
CONSULTANT will coordinate permit requirements with MDEQ related to modifications of sludge processing and treatment.

Phase 2 – Construction Phase Services

Task 2A – Bidding

CONSULTANT will assist OWNER with Bidding services to include the following:

- Advertisement for Bids
- Assistance with tracking and responding to Requests for Information or Clarification
- Pre-Bid conference, if required.

- Opening of Bids
- Evaluation of Bids

CONSULTANT will review bids received by OWNER and will provide a recommendation for award by the OWNER to the low, responsive bidder.

Task 2B - Engineering Services During Construction

CONSULTANT shall provide a part-time resident project representative (RPR) to observe the work for conformance with the Contract Documents. Construction phase quality assurance/quality control testing and supplemental construction observation services shall be provided by Springer Engineering, Inc., if required, under the direction of CONSULTANT to monitoring and observation of construction activities.

CONSULTANT will consult OWNER on project related progress and issues. An engineer shall be assigned to the project to administer the project and provide supplemental observation, as required.

CONSULTANT shall conduct a pre-construction conference and periodic progress meetings throughout the duration of the project. Weekly status reports will be provided to update construction progress.

CONSULTANT shall coordinate preparation of operation and maintenance manuals and record drawings for the project and submit to OWNER.

1.2 Responsibilities of the Owner

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

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

1.3 Additional Services

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

1.4 Deliverables

CONSULTANT will provide design deliverables corresponding with Preliminary Design and Final Design. Final construction documents shall include plans and specifications for bidding purposes. Record drawings will be provided following construction.

1.5 Schedule

The projected duration of major work tasks from date of notice to proceed is summarized below:

SCHEDULE SUMMARY	
DESCRIPTION	**PROJECTED SCHEDULE**
Phase 1, Task 1A – Preliminary Design	**3 Months**
Phase 1, Task 1B – Final Design	**3 Months**
Phase 2, Task 2A – Bid Phase	**1 Months**
Phase 2, Task 2B – Engineering Services During Construction	**9 Months**

1.6 Fee

The compensation for engineering services provided under this work order will be based on the breakdown by Design Services and Construction Phase Services. Other Services that are not applicable to the requirements for this project are denoted by "N/A."

PHASE 1 - DESIGN SERVICES	
Description	**Fee (Lump Sum)**
Phase 1 –Design Services [1]	-
Phase 1; Task 1A – Preliminary Design	**$112,000**
Phase 1; Task 1B – Final Design	**$156,000**
Special Services	-
Design Survey [2]	**$12,000**
Geotechnical Evaluation [3]	**$9,000**
Permitting [4]	-
Subtotal - Design Services	**$289,000**

[1] Design Services are based on a preliminary construction estimate of $5,000,000. ASCE curve suggests 6%, not including special services. Basic Eng. is $268,000 (5.3%)

[2] Survey subconsultant – Springer Engineering, Inc.

[3] Geotechnical subconsultant – Springer Engineering, Inc.

[4] Permitting will be performed on an hourly basis per MDEQ regulations and requirements. Refer to Construction Phase Services for Fee (Hourly, Not to Exceed)

PHASE 2 - CONSTRUCTION PHASE SERVICES	
Description	**Fee (Hourly, Not to Exceed)**
Phase 2; Task 2A – Bidding Services	**$15,000**
Phase 2; Task 2B – Engineering Services During Construction	-
Construction Administration	**$90,000**
Resident Project Representative (Part-Time) [5]	**$108,000**
Construction Testing [6]	**$8,000**
Construction Survey [7]	**$10,000**
Permitting	**$12,000**
Subtotal – Construction Phase Services	**$243,000**

[5] RPR Services are estimated based on Part-Time RPR Services, Submittal Coord & Review of I&C and Equipment, and Construction Phase Engineering support based on $12,000 / month for a contract duration of 9 months. An estimate of direct costs is included in the amount. This includes support from Springer Engineering, Inc. under direction of CONSULTANT.

[6] Construction Testing Subconsultant – Springer Engineering, Inc., Starkville, MS; Includes time for CONSULTANT coordination and Springer Engineering, Inc.

[7] Construction Survey subconsultant – Springer Engineering, Inc., Starkville, MS; Includes time for CONSULTANT coordination and Springer Engineering, Inc.

COMPENSATION SUMMARY	
Description	**Fee**
Phase 1 - Design Services (including Special Services)	**$289,000**
Phase 2 - Construction Phase Services	**$243,000**
Total Fee	**$532,000**

Note: ASCE curve suggests 12% for the total fee, not including special services. Total, not including special services is $511,000 (10.2%)

Design Services shall be performed on Lump Sum basis and payable to CONSULTANT by OWNER per percent complete indicated on CONSULTANT prepared invoice.

Construction Phase Services shall be payable to CONSULTANT by OWNER per CONSULTANT'S current hourly rates, plus reimbursable and direct expenses.

Invoices shall be submitted and payable by OWNER per the terms of the Agreement.

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

ATTEST:

STARKVILLE UTILITIES
CITY OF STARKVILLE, MISSISSIPPI

______________________________ ______________________________

Name/Title

General Manager

ATTEST:

VOLKERT, INC.

______________________________ ______________________________

Vice President

31. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY PROPERTY - CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES—ELECTRIC DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the DIC property-casualty insurance proposal for Starkville Utilities—Electric Division" is enumerated, this consent item is thereby approved.

32. REQUEST AUTHORIZATION FOR NICK FIORENTINO AND NATHAN FILLIPO TO ATTEND WATER OPERATOR TRAINING IN HATTIESBURG, MS ON OCT. 4, WHICH INCLUDES ONE NIGHT LODGING AND CONFERENCE FEES COST NOT TO EXCEED $250.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval for Nick Fiorentino and Nathan Fillipo to attend water operator training in Hattiesburg, MS on Oct. 4, not to exceed $250.00" is enumerated, this consent item is thereby approved.

33. REQUEST AUTHORIZATION TO DECLARE LAWN MOWER MODEL AYP8228A49, SERIAL #030294C, SURPLUS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 2, 2018 Official Agenda, and to accept items for consent, whereby the "approval to declare model AYP8228A49, Serial 030294C (lawn mower) surplus" is enumerated, this consent item is thereby approved.

34. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 4, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Carver, duly seconded by Alderman Little, offered a motion to accept the minutes of the September 4, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS. 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.

35. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 14, 2018 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to accept the minutes of the September 14, 2018 Work Session Meeting of the Mayor and Board of Aldermen of the City of Starkville, MS. 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.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill thanked everyone who assisted with Bulldog Bash and its success.

BOARD OF ALDERMEN COMMENTS:
Alderman Miller recognized all City departments and staff that helped Bulldog Bash go as smoothly as it did.
Alderman Vaughn asked about golf carts on city streets. Chief Nichols stated the current policy is that they are allowed if they meet the requirements necessary to obtain a tag from Oktibbeha County.

CITIZEN COMMENTS:
Alvin Turner, W7, informed the Board that the public is still concerned about having two ambulance services in the City. He also warned against provoking military and ex-military persons.
Chris Taylor asked that the Board wait until after the 2020 census before proceeding with annexation.
Glenn Martin asked about the benefits to him with annexation.
Jeff Hosford feels that tax burden has gone up substantially over the past few years and would like to hear the benefits of annexation.
Dorothy Isaac stated she could not get to Bulldog Bash because she's handicapped. She also objects to trick or treating on Wednesday night during prayer service.
Charles Wax asked that the Mayor and Board read a letter that he sent to them which was signed by 166 residents of Quail Valley regarding annexation.
Ron Johnson strongly opposed annexation of Quail Valley. He recognized the City seems open to sustainable growth, but did not feel those who built in his area wanting rural life want to be in an annexed urban area.
Ronnie Wofford, W5, owns 30 acres of property which is proposed to be annexed. He thanked Alderman Miller and the Mayor for meeting with him and showing him maps, etc. recently. He would like to maintain his property as recreational and did not want to see growth near that property.

PUBLIC APPEARANCES:

MUSCULAR DYSTROPHY ASSOCIATION FILL THE BOOT PROGRAM
Ellie Denman, Development Director, thanked the Starkville Fire department for their assistance in the past. They have been in front of Wal-Mart and Kroger in the past and have averaged $5,000 in donations. Studies have shown that they could raise much more if they locate at the intersection of Spring Street and Hwy 12 on November 3. Chief Yarbrough explained that the firemen would not be in the roadway, but only on the side of the highway collecting from pedestrian traffic. The fire department will work with the police department as to a better, safer location.

PAFFORD 60 DAY SERVICE REPORT
Tony Fabela, Operations Manager, provided update of the first 60 days of service in Starkville by Pafford EMS. During the two months they have responded to 209 calls, 149 of which were transports. They are showing an average response time of 4.7 minutes. Of the Pafford EMS staff, 48% are also employed with the Starkville Fire Department. He also discussed additional medical equipment and training which Pafford has provided to the Starkville area.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF RZ 18-07 A REQUEST TO REZONE ONE PARCEL FROM R-1 TO R-5 AND C-2 LOCATED APPROXIMATELY 360' SOUTHWEST OF THE CENTER OF THE INTERSECTION OF HIGHWAY 12 EAST AND PAT STATION ROAD DIRECTLY EAST OF THE LA QUINTA INN WITH THE PARCEL NUMBERS 117-25-021.00 AND 117F-00-001.00.

John Cranberry, engineer of McCarty – Granberry Engineering appeared on behalf of the applicant and described the proposed project to be built at the old lagoon site. The applicant is seeking to rezone from R-1 to R-5 and C-2 based on changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Daniel Havelin noted that the hearing had been properly noticed.

Mayor Spruill opened the Public Hearing and called for public comments. The Board of Aldermen had before them the complete staff report and record from the planning and zoning commission.

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

36. CONSIDERATION TO APPROVE RZ 18-07, A REQUEST TO REZONE ONE PARCEL FROM R-1 TO R-5 AND C-2 LOCATED APPROXIMATELY 360' SOUTHWEST OF THE CENTER OF THE INTERSECTION OF HIGHWAY 12 EAST AND PAT STATION ROAD DIRECTLY EAST OF THE LA QUINTA INN WITH THE PARCEL NUMBERS 117-25-021.00 AND 117F-00-001.00.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve RZ 18-07, a request to rezone one parcel from R-1 to R-5 and C-2 located approximately 360' southwest of the center of the intersection of Highway 12 East and Pat Station Road directly east of the La Quinta Inn with the parcel numbers 117-25-021.00 and 117F-00-001.00 based on a change in the neighborhood and public need for the rezoning. 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.

PUBLIC HEARING AND CONSIDERATION OF RZ 18-06 A REQUEST TO REZONE 2 LOTS LOCATED AT 901 AND 903 LOUISVILLE STREET FROM C-1 TO R-5 WITH THE PARCEL NUMBERS # 102G-00-156.01 AND 102G-00-166.

Jason Pepper, engineer representing the applicant, presented an overview of the request. The applicant is seeking to rezone from C-1 to R-5 based on changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Daniel Havelin noted that the hearing had been properly noticed.
On August 21, 2018 the Board of Aldermen voted to approve variances from street width and street dedication

requirements for a proposed condominium development that is a part of this rezoning request.

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. The Board of Aldermen had before them the complete staff report and record from the planning and zoning commission.

37. CONSIDERATION OF RZ 18-06: A REQUEST TO REZONE 2 LOTS LOCATED AT 901 AND 903 LOUISVILLE STREET FROM C-1 TO R-5 WITH THE PARCEL NUMBERS # 102G-00-156.01 AND 102G-00-166.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion based on finding of fact that the neighborhood has changed to such an extent as to justify the proposed rezoning and that there is a public need for this proposed rezoning, RZ 18-06 which is a request to rezone 2 lots located at 901 and 903 Louisville Street from C-1 to R-5 with the parcel numbers # 102G-00-156.01 and 102G-00-166. 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.

FIRST PUBLIC HEARING ON AMENDING SECTION 30-32 OF THE CITY'S TRANSIENT VENDOR ORDINANCE NO. 2012-04.

City Attorney Chris Latimer discussed proposed changes to the City's Transient Vendor Ordinance No. 2012-04.

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

Alvin Turner asked that the Police Chief explain to the public the meaning of panhandling.

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

38. CONSIDERATION OF THE APPROVAL OF AN AMENDED ANNEXATION PLAN AND TO PROCEED WITH AN ANNEXATION ORDINANCE.

Discussion ensued between Board members over the topic of annexation. A motion was offered by Alderman Carver, duly seconded by Alderman Vaughn, to close all discussion and deny consideration of a proposed annexation plan and Ordinance for the City of Starkville until after the 2020 census. The Board voted as follows:

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

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

Mike Slaughter of Slaughter and Associates then discussed annexation options and his findings and recommendations as the City's consultant. He noted this is still in the discussion and study phase and that there is no Ordinance being voted on at this time.

Alderman Vaughn left the meeting.

39. CONSIDERATION OF OBTAINING ADDITIONAL ANNEXATION INFORMATION.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion that Mr. Slaughter return to the Mayor and Board with additional information on a proposed annexation territory. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. She noted that new proposed areas will be on the City's website as soon as they are drawn for the public to view.

40. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE HIGH SCHOOL TO HOLD THE SHS HOMECOMING PARADE ON OCTOBER 16 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve a special event request by Starkville High School to hold the SHS homecoming parade on October 16 at 5:30 p.m. and have City participation with in-kind services. 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: Absent

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

41. REQUEST AUTHORIZATION TO ADVERTISE FOR A COMMUNITY DEVELOPMENT DIRECTOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to advertise for a Community Development Director in the Community Development Department. 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: Absent

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

42. CONSIDERATION OF A SPECIAL EVENT REQUEST BY KAYLA GILMORE TO HOLD THE STARKVILLE VETERAN'S DAY PARADE "HONORING OUR VETERANS" TO BE HELD NOVEMBER 10 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Little, duly seconded by Alderman Miller, offered a motion to approve a special event request by Kayla Gilmore to hold the Starkville Veteran's Day parade "Honoring Our Veterans" to be held November 10 and have City participation with in-kind services. 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: Absent

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

43. CONSIDERATION OF PP 18-10 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING 21.66-ACRE PARCEL INTO 2 LOTS LOCATED +/-400' SOUTHEAST OF THE INTERSECTION OF PAT STATION ROAD AND MS HWY 12 IN AN R-1 ZONE WITH THE PARCEL NUMBER 117-25-021.00.

Alderman Walker offered a motion to approve PP 18-10, a request for preliminary plat approval for subdividing 21.66 acre parcel into 2 lots located +/-400' southwest of the intersection of Pat Station Road and MS Hwy 12 in an R-1 zone with the parcel number 117-25-021.00. Alderman Sistrunk offered a second to the motion and the Board voted as follows:

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

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

44. CONSIDERATION OF VA 18-09 A REQUEST BY GAME DAY RETREATS LLC FOR VARIANCE RELIEF FROM FRONT SETBACK REQUIREMENTS LOCATED AT 624 SOUTH MONTGOMERY STREET IN AN R-3 ZONE WITH THE PROPERTY #102H-00-192.00.

Alderman Little offered a motion to approve VA 18-09, a request by Game Day Retreats LLC for variance relief from front setback requirements located at 624 South Montgomery Street in an R-3 zone with the property #102H-00-192.00. Alderman Walker offered a second to 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: Nay
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Absent

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

45. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 26, 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 Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of September 26, 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: Absent

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

General Fund	001	$ 416,572.75
Airport Fund	015	567.37
Sanitation	022	25,167.32
Landfill	023	2,444.35
Computer Assessments	107	175.00
Public Improvement Bonds	319	792.41
Park and Rec, Tourism	375	63,811.25
Trust & Agency	610	18,007.36
Economic Dev, Tourism & Conv	630	74,061.87
Sub Total Before Utilities		$ 608,729.68
Utilities Dept.	SED	406,718.79
Total Claims	Total	$ 1,015,448.47

46. CONSIDERATION OF PERMISSION TO ALLOW GERRY LOGAN, TRENT HELMS, WILLIAM POCHOP AND LISA COX TO ATTEND THE MISSISSIPPI RECREATION AND PARK ASSOCIATION CONFERENCE OCTOBER 15-18, 2018 IN OXFORD, MISSISSIPPI WITH A TOTAL COST OF $1,348.

Alderman Little offered a motion to allow Gerry Logan, Trent Helms, William Pochop and Lisa Cox to attend the Mississippi Recreation and Park Association Conference October 15 – 18 in Oxford, Mississippi at a total cost not to exceed $1,348.00. Alderman Sistrunk offered a second to the motion and the Board voted as follows:

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

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

47. 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 Sistrunk, 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: Absent

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

48. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of a potential land acquisition relating to a wastewater project and the discipline of an employee of the fire department. Following a second by Alderman Miller, 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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 a potential land acquisition relating to a wastewater project and the discipline of an employee of the fire department.

At this time, the Board entered Executive Session.

Aldermen Carver left the meeting.

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

Alderman Little offered a motion to return to Open Session. Alderman Miller seconded the motion and 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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.

50. CONSIDERATION TO APPROVE AND ACCEPT RIGHT OF WAY EASEMENTS.

Alderman Little offered a motion to approve and accept the right of way easement for an underground sewer line on tract 117-26-002.01 and approve and accept the right of way easement for an underground sewer easement on tract 118-27-006.00. Alderman Miller offered a second to the motion and 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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

Prepared by:
The City of Starkville
110 West Main St.
Starkville, MS 39759
(662) 323-2525

Return to:
Terry Kemp, P.E.
200 N Lafayette St.
Starkville, MS 39759
(662) 323-3133, ext. 134

INDEXING INSTRUCTIONS: Sewer easement, Section 26, T19N, R14E situated in the City of Starkville, Oktibbeha County, Mississippi.

STATE OF MISSISSIPPI 117-26-002.01

COUNTY OF OKTIBBEHA

RIGHT OF WAY EASEMENT FOR UNDERGROUND SEWER LINE

For the sum of Ten Dollars and 00/100 ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned**, Virginia K. Phillips Hartness, Grantor,** does hereby grant to **the City of Starkville, Mississippi, its successors or assigns, Grantee,** a right-of-way easement for an underground sewer line, together with a right of ingress and egress to the same, over the following described property situated in the County of Oktibbeha, State of Mississippi:

FORTY (40) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

A forty (40) foot wide strip of land encompassing the installation of an underground sewer line.

TWENTY (20) FOOT WIDE PERMANENT MAINTENANCE EASEMENT

A twenty (20) foot wide strip of land encompassing an underground sewer line.

Said easements lying and being situated on Parcel 117-26-002.01 within the City of Starkville, Oktibbeha County, Mississippi, and situated in Section 26, Township 19N, Range 14E, of said County and State, reference to which is hereby made and being a part of that property conveyed to Grantor by Warranty Deed filed in the Office of the Chancery Clerk of Oktibbeha County, in deed book 2017 at pages 6142-6144. The specific location of this easement is shown on the map of the property, which is attached and incorporated as Exhibit A.

The Grantee shall have the perpetual right to enter upon the lands of the undersigned, to place, construct, repair, maintain, inspect, relocate and replace thereon, an underground sewer line.

The easement shall consist of a permanent easement of 20 feet in width along the centerline of the alignment shown on Exhibit A and a temporary easement of 40 feet in width along said alignment for construction. Manhole structures shall be placed at the coordinates indicated along said alignment on Exhibit A and corresponding to the State Plane Coordinate System, with such coordinates designated on Exhibit B, also attached and incorporated herein. Coordinate locations may be adjusted along said alignment, as may be necessary, during construction of the underground sewer line. The temporary easement shall expire immediately upon completion of the construction, and Grantee shall assume perpetual maintenance and care of the sewer line.

The Grantor certifies that she is the sole owner of the property referenced above and no other individual, group, or entity of any kind has any right, title, or interest in said property. Grantor accepts appraisal and just compensation for said easement herein described.

The Grantor agrees to exercise reasonable care not to disturb or destroy the underground sewer line. The Grantor agrees not to plant large growing trees or construct any structure or building within the permanent easement without the express written consent of the Grantee. The Grantor recognizes, in view of the narrow width of this easement, that occasionally Grantee's employees and equipment will operate outside the twenty (20) foot wide easement area in order to properly maintain the underground sewer line.

WITNESS THE EXECUTION hereof by the above named Grantor on this the _______ day of ____________________, A.D., 2018.

____
Virginia K. Phillips Hartness

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY APPEARED before me the undersigned authority at law in and for said county and state, on this ______ day of ____________, 2018, within my jurisdiction, the within named **Virginia K. Phillips Hartness**, who acknowledged that she executed and delivered the above and foregoing Right of Way Easement for an Underground Sewer Line on the date therein stated as her voluntary act and deed for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _______ day of ____________________, A.D., 2018.

____
NOTARY PUBLIC

My Commission Expires: ______________

GRANTOR:
Virginia K. Phillips Hartness
717 Pecan Drive
Starkville, MS 39759

GRANTEE:
City of Starkville
110 West Main Street
Starkville, MS 39759
(662) 323-2525

EXHIBIT A

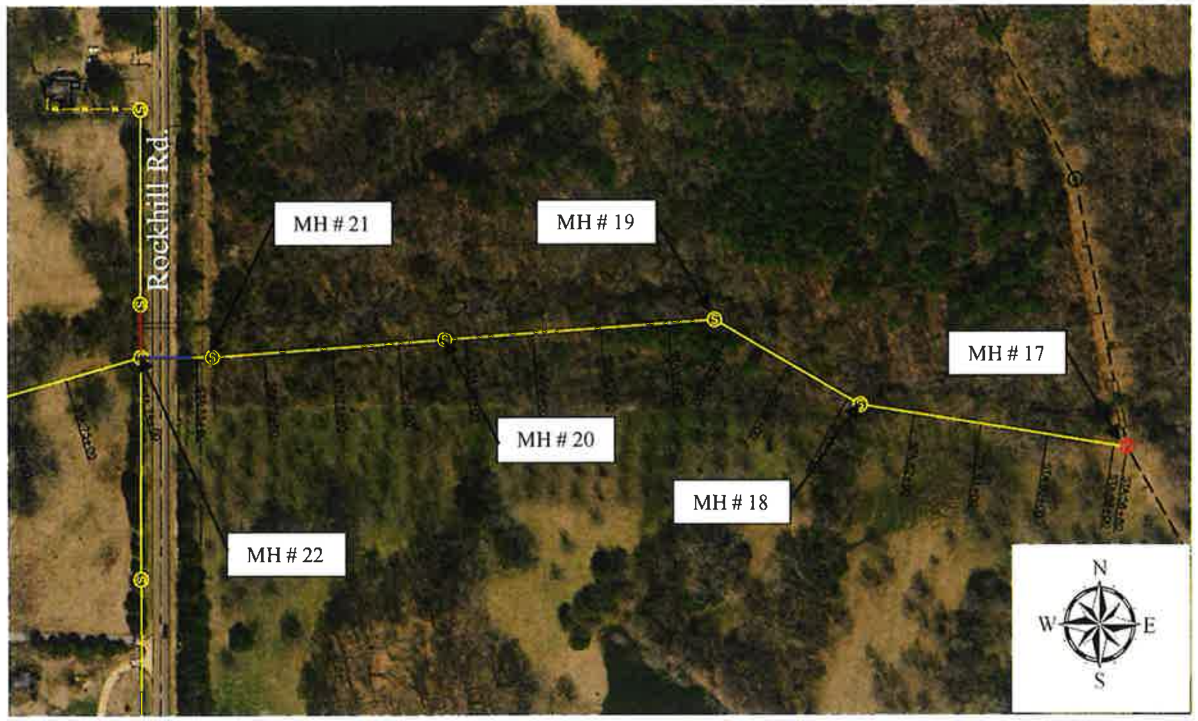

EXHIBIT B

STATE PLANE COORDINATES

MH18	-88.806898	33.490139
MH19	-88.807615	33.490461
MH20	-88.808924	33.490384
MH21	-88.81006	33.490306

Prepared by:
The City of Starkville
110 West Main St.
Starkville, MS 39759
(662) 323-2525

Return to:
Terry Kemp, P.E.
200 N Lafayette St.
Starkville, MS 39759
(662) 323-3133, ext. 134

INDEXING INSTRUCTIONS: Sewer easement, Section 27, T19N, R14E situated in the City of Starkville, Oktibbeha County, Mississippi.

STATE OF MISSISSIPPI 118-27-006.00

COUNTY OF OKTIBBEHA

RIGHT OF WAY EASEMENT FOR UNDERGROUND SEWER LINE

For the sum of Ten Dollars and 00/100 ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Ronnie L. Hartness, Virginia K. Hartness, Phillip Lee Hartness, and Laura Virginia Hartness, Grantors**, do hereby grant to **the City of Starkville, Mississippi, its successors or assigns, Grantee,** a right-of-way easement for an underground sewer line, together with a right of ingress and egress to the same, over the following described property situated in the County of Oktibbeha, State of Mississippi:

FORTY (40) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

A forty (40) foot wide strip of land encompassing the installation of an underground sewer line.

TWENTY (20) FOOT WIDE PERMANENT MAINTENANCE EASEMENT

A twenty (20) foot wide strip of land encompassing an underground sewer line.

Said easements lying and being situated on Parcel 118-27-006.00 within the City of Starkville, Oktibbeha County, Mississippi, and situated in Section 27, Township 19N, Range 14E, of said County and State, reference to which is hereby made and being a part of that property conveyed to Grantors by Warranty Deed filed in the Office of the Chancery Clerk of Oktibbeha County, in deed book 2001 at pages 5454-5456. The specific location of this easement is shown on the map of the property, which is attached and incorporated as Exhibit A.

The Grantee shall have the perpetual right to enter upon the land of the undersigned, to place, construct, repair, maintain, inspect, relocate and replace thereon, an underground sewer line.

The easement shall consist of a permanent easement of 20 feet in width along the centerline of the alignment shown on Exhibit A, and a temporary easement of 40 feet in width along said alignment for construction. Manhole structures shall be placed at the coordinates indicated along said alignment on Exhibit A and corresponding to the State Plane Coordinate System, with such coordinates designated on Exhibit B, also attached and incorporated herein. Coordinate locations may be adjusted along said alignment, as may be necessary, during construction of the underground sewer line. The temporary easement shall expire immediately upon completion of the construction and Grantee shall assume perpetual maintenance and care of the sewer line.

The Grantors certify that they are the sole owners of the property referenced above and no other individual, group, or entity of any kind has any right, title, or interest in said property. Grantors accept appraisal and just compensation for said easement herein described.

The Grantors agree to exercise reasonable care not to disturb or destroy the underground sewer line. The Grantors agree not to plant large growing trees or construct any structure or building within the permanent easement without the express written consent of the Grantee. The Grantors recognize, in view of the narrow width of this easement, that occasionally Grantee's employees and equipment will operate outside the twenty (20) foot wide easement area in order to properly maintain the underground sewer line.

WITNESS THE EXECUTION hereof by the above named Grantors on this the _______ day of ____________________, A.D., 2018.

____
Ronnie L. Hartness

____
Virginia K. Hartness

____
Phillip Lee Hartness

____
Laura Virginia Hartness

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY APPEARED before me the undersigned authority at law in and for said county and state, on this ______ day of ____________, 2018, within my jurisdiction, the within named **Ronnie L. Hartness**, who acknowledged that he executed and delivered the above and foregoing Right of Way Easement for an Underground Sewer Line on the date therein stated as his voluntary act and deed for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _______ day of ______________________, A.D., 2018.

____
NOTARY PUBLIC

My Commission Expires: _______________

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY APPEARED before me the undersigned authority at law in and for said county and state, on this ______ day of ____________, 2018, within my jurisdiction, the within named **Virginia K. Hartness,** who acknowledged that she executed and delivered the above and foregoing Right of Way Easement for an Underground Sewer Line on the date therein stated as her voluntary act and deed for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _______ day of ______________________, A.D., 2018.

____
NOTARY PUBLIC

My Commission Expires: _______________

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY APPEARED before me the undersigned authority at law in and for said county and state, on this ______ day of ____________, 2018, within my jurisdiction, the within named **Phillip Lee Hartness,** who acknowledged that he executed and delivered the above and foregoing Right of Way Easement for an Underground Sewer Line on the date therein stated as his voluntary act and deed for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _______ day of _____________________, A.D., 2018.

____
NOTARY PUBLIC

My Commission Expires: ______________

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY APPEARED before me the undersigned authority at law in and for said county and state, on this ______ day of ___________, 2018, within my jurisdiction, the within named **Laura Virginia Hartness,** who acknowledged that he executed and delivered the above and foregoing Right of Way Easement for an Underground Sewer Line on the date therein stated as his voluntary act and deed for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _______ day of ____________________, A.D., 2018.

____
NOTARY PUBLIC

My Commission Expires: _____________

GRANTORS:
Ronnie L. Hartness
717 Pecan Drive
Starkville, MS 39759

Virginia K. Hartness
717 Pecan Drive
Starkville, MS 39759

Phillip Lee Hartness
____
Starkville, MS 39759

Laura Virginia Hartness
____
Starkville, MS 39759

GRANTEE:
City of Starkville
110 West Main Street
Starkville, MS 39759
(662) 323-2525

EXHIBIT A


N
W
E
S
MH # 27
MH # 22
MH # 23
MH # 25
MH # 24
MH # 28
MH # 26
MH # 29
Hwy 389
Rockhill Rd.
MH # 30

EXHIBIT B

STATE PLANE COORDINATES

MH22	-88.810396	33.490291
MH23	-88.811347	0.490066
MH24	-88.812311	33.48988
MH25	-88.81362	33.489955
MH26	-88.814912	33.49014
MH27	-88.81572	33.490291
MH28	-88.816873	33.489761
MH29	-88.817727	33.488926

51. CONSIDERATION TO ACCEPT THE FIRE CHIEF'S RECOMMENDATION OF THE DISCIPLINARY ACTION OF AN EMPLOYEE OF THE FIRE DEPARTMENT.

Alderman Little offered a motion to accept the Fire Chief's recommendation of the disciplinary action of an employee of the Fire department. Alderman Miller offered a second to the motion and 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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

52. MOTION TO RECESS UNTIL OCTOBER 16, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to recess the meeting until October 16, 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2018.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)