

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
January 2, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on January 2, 2019 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:

Alderman Little asked to add Mayor's Business, Item A "Consideration of a city wide towing policy to assist motorists with procuring wrecker services which will replace Ordinance 1992-2 in full" to consent as amended.

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

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the January 2, 2019 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, JANUARY 2, 2019
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 DECEMBER 14, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE DECEMBER 14, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A CITY WIDE TOWING POLICY TO ASSIST MOTORISTS WITH PROCURING WRECKER SERVICES WHICH WILL REPLACE ORDINANCE 1992-2 IN FULL.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF A T-HANGAR, FBO HANGAR AND TIE DOWN SPACE LEASE AGREEMENT.

2. CONSIDERATION OF ADVERTISEMENT OF VACANCY ON AIRPORT BOARD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 26, 2018 FOR FISCAL YEAR ENDING 9/30/19, 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.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO ISSUE A CHANGE INCREASING THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT (HMEP) TO THE AMOUNT OF \$23,570.66, WHICH WILL MEAN AN ADDITIONAL CITY MATCH OF \$111.40.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE LATOYA WILLIAMS AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
5. REQUEST AUTHORIZATION TO ALLOW CARDIOLOGY ASSOCIATES OF NORTH MS TO CONDUCT THE YEARLY FITNESS EXAMS FOR THE POLICE AND FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL OF MCKEE PARK BASEBALL FIELD FENCE REPAIRS FROM COLUMBUS FENCE CO., THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$19,150.00.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR THE JANUARY 1, 2019 THROUGH JUNE 30, 2019 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – ELECTRIC DIVISION AND WATER DIVISION.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST EVALUATED COST OF THREE BIDS TO SPX TRANSFORMER SOLUTIONS IN THE AMOUNT OF \$856,510 BASE BID WITH \$14,855 ADDER FOR SPARE PARTS.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY IN THE AMOUNT OF \$6,223.24 FOR THE SEWER SERVICE WYES MATERIAL FOR THE APPROVED PLEASANT ACRES INFRASTRUCTURE REPLACEMENT PROJECT.
4. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY IN THE AMOUNT OF \$7,760.00 FOR THE WATER LINE PIPE MATERIAL FOR THE APPROVED PLEASANT ACRES INFRASTRUCTURE REPLACEMENT PROJECT.
5. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO TVPPA STAKING SCHOOL WITH TOTAL ESTIMATED COSTS TO BE \$1,981.25, WITH ADVANCED TRAVEL IN THE AMOUNT OF \$163.50.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL JANUARY 15, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 18:

2. CONSIDERATION OF THE MINUTES OF THE DECEMBER 14, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the

December 14, 2018 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE DECEMBER 14, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the December 14, 2018 Special Call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF A CITY WIDE TOWING POLICY TO ASSIST MOTORISTS WITH PROCURING WRECKER SERVICES WHICH WILL REPLACE ORDINANCE 1992-2 IN FULL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a City wide towing policy to assist motorists with procuring wrecker services which will replace Ordinance 1992-2 in full” is enumerated, this consent item is thereby approved.

A POLICY FOR THE STARKVILLE POLICE DEPARTMENT TO ASSIST MOTORISTS WITH PROCURING WRECKER SERVICES

THIS REPLACES ORDINANCE 1992-2 IN FULL

WHEREAS, it shall be the policy of the Starkville Police Department to assist motorists with procuring required wrecker service from the scene of an accident or other traffic incident; and

WHEREAS, if the motorist has a preference, the preferred wrecker service will be contacted; if the motorist has no preference, departmental personnel will request wrecker service from a Wrecker Service Rotation List which meets the standards stated in this policy.

NOW, THEREFORE, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, adopt the following procedures for the procurement of wrecker services.

SECTION 1: Rotation Wrecker Services Established

There is hereby established a rotation call list to be maintained and kept on file by the Oktibbeha County EMA/911. The Wrecker Service Rotation List will be used jointly with the Oktibbeha Sheriff’s Office. Any wrecker service desiring to be placed on the Wrecker Service Rotation List must meet the following standards, in addition to any other state or federal regulation which may apply:

1. Must provide twenty-four hour-per-day wrecker service from a properly zoned location and be licensed by the City of Starkville.
2. Must provide a secure place of storage within 5 miles of the city limits for vehicles towed or hauled by the wrecker service. A secure place of storage is considered an area surrounded by a six (6) foot chain link fence and capable of being locked to prevent casual access. The storage facility must be marked with no less than company name, phone number, and hours of operation.
3. Must provide wrecker vehicles and equipment to meet the following minimum requirements, whether obtaining permits for one (1) or more of said wreckers:
 - a. Light-duty wreckers: having a rating of eight thousand (8,000) lbs. or more and mounted on a truck chassis with a minimum of ten thousand (10,000) lbs. GVWR. Light-duty wreckers must be equipped with a wheel-lift.
 - b. Medium-duty wreckers: having a rating of between ten (10) and twenty-five (25) tons and mounted on a

truck chassis with a minimum of twenty thousand (20,000) lbs. GVWR.

SECTION 2: Need for Heavy-Duty Wreckers

In the absence of a wrecker service in the City of Starkville that can provide a heavy-duty wrecker when needed, police department personnel will be responsible for requesting a heavy-duty wrecker from the nearest available location. Request of heavy-duty wrecker will not impact the Wrecker Service Rotation List. Heavy-duty wreckers must maintain the following minimum equipment:

1. Air control valve to provide braking capability for the vehicle being towed/removed.
2. Air brakes so constructed as to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.
3. External air hookups and hoses, hydraulic spade (outriggers) or two (2) metal chock blocks to prevent rolling or slippage of wrecker (chock blocks should be as wide as the dual wheels of the wrecker and must be capable of being tied to the wrecker).
4. A minimum of two-hundred (200) feet of cable at least 5/8-inch diameter on each drum, or 3/4-inch diameter cable on a single drum.
5. One pair of bolt cutters with a minimum 1/2-inch opening
6. Two fire extinguishers mounted in an accessible location.

SECTION 3: Minimum Equipment

Wheel locks are not allowed for use on rotation calls. To be placed on the rotation list, a wrecker must maintain the following minimum equipment:

1. A fire extinguisher mounted in an accessible location.
2. Warning devices (reflective triangles).
3. Axe and wrecking bars.
4. Bolt cutters.
5. Dolly, shovel, brooms, and fifty (50) pounds of sand or suitable equivalent.
6. Safety chains.
7. Wheel chocks.
8. At least one winch with one-hundred (100) feet of 3/8 inch cable.
9. Flashing amber light affixed above the top of the wrecker cab.
10. Name, address, and telephone number permanently affixed and displayed in letters clearly visible from one-hundred (100) feet on both sides.

SECTION 4: City License with Proof of Insurance required for Wrecker Service Rotation List

Any person, owner, or operator of a wrecker service desiring a city license shall make application therefor to the city. The information required for such license shall be the name of the wrecker's make, model, and license tag number for the current year. It shall be unlawful for any person to own or operate any wrecker which is subject to a call for service by any city department or any agent within the city, unless the wrecker service is licensed by the city.

SECTION 5: Liability Insurance or Bond Prerequisite to Operate; Amount, Conditions

The owner or operator of any wrecker to be used as a rotation wrecker shall, before operating the same, present to the City Clerk a public liability insurance policy, policies, or bonds written by an insurance or bonding company authorized to do business in the State of Mississippi for each wrecker operated on the rotation list; and there shall be an insurance policy, policies, or bonds presented to the City Clerk for coverage of property damage or loss to or from any vehicle while being towed or stored by the wrecker owner or operator.

Such insurance policy, policies, or bond shall be conditioned for the payment of any final judgement against said wrecker owner or operator for personal injury, property damage, or loss resulting from or arising out of the use, maintenance, operation, or any related action of the wrecker owner or operator while towing or storing said vehicles. The amount of the public liability policy or bond required on any rotation wrecker shall in no case be less than one million dollars (1,000,000.00) combined single limit automobile liability coverage.

All insurance policies or bond shall contain a provision or endorsement to the effect that the same shall not be canceled for any cause by either party thereto unless or until thirty (30) days written notice thereof shall be given to the City Clerk by registered mail.

The City Clerk shall retain a copy of the public liability insurance policies or bond for the operation of said wrecker or wreckers.

SECTION 6: Inspection for all Wreckers on Rotation List

The Chief of Police, or his or her designee, may from time to time inspect the mechanical condition and other required equipment on all such wreckers and inspect storage areas used by the owner or operator of such wrecker service. Inspections may be scheduled yearly or conducted randomly to ensure compliance. If any such equipment and area is defective, the Chief of Police, or his or her designee, shall direct the owner or operator to have the wreckers put in proper working order and to correct any deficiency in the storage area.

SECTION 7: Operation of Wrecker Without Proper License and Insurance

It shall be unlawful for any owners or operators to operate or cause to be operated such wreckers as a rotation wrecker without having all proper equipment, facilities, license, and insurance. This applies at all times while such wrecker is doing business as a rotation wrecker. Only inspected trucks and approved drivers, as required in this policy, will be allowed for rotation calls. Failure to meet these requirements shall be grounds for the Chief of Police to remove the wrecker service from the Wrecker Service Rotation List.

SECTION 8: Suspension or Removal from the Wrecker Rotation List

Any wrecker service on the Wrecker Service Rotation List may be suspended or removed by the Chief of Police upon reasonable proof of violation by the wrecker service of any applicable provisions of this policy, state law, or city ordinance.

1. Suspension from rotation:

- a. Acts of physical violence while operating a wrecker as provided for herein will be grounds for temporary suspension from the rotation list until the final disposition on any pending criminal charges.
- b. Any pending criminal charges (excluding traffic violations but including DUI) will be grounds for suspension from the rotation.
- c. Failure to clean up and remove debris resulting from the accident will result in suspension for ten (10) to thirty (30) days, depending upon the circumstances of the situation.
- d. Other factors and actions may result in indefinite suspension from the rotation list. These may include, but are not limited to, the following:
 - i. Flagrant, repeated, or serious failure to cooperate with an officer at the scene of an accident or at the wrecker service.
 - ii. Conduct or practices in dealing with the public result, or could result, in unjust criticism to the department.
 - iii. Charging exorbitant or price gouging rates.
 - iv. Failure to maintain records as provided in this section.
 - v. Failure to notify the last known owner of a vehicle as provided for in this section.
 - vi. Failure to meet or maintain wrecker specifications and other requirements and regulations as

- outlined in this policy.
- vii. Pronounced or repetitive violations of the requirements listed herein may result in an indefinite suspension of the company from the rotation list.
- viii. Failure to allow towed vehicles to be inspected within a commercially reasonable time period.
- ix. Failure to allow towed vehicles to be retrieved within a commercially reasonable time period.

SECTION 9: Ownership/Operation of Wrecker Service

Owners shall not be permitted to operate wrecker equipment on the rotation list under more than one (1) company name out of the same location. Owners shall not be permitted to have more than one (1) rotation slot on the Wrecker Rotation List. An owner or operator is prohibited from the rotation list if they have been convicted of a felony involving grand larceny, theft of property, or any other felony theft charge; convicted of a misdemeanor or felony involving either force or violence; convicted of a sex offense; or convicted of a DUI within the previous five (5) years.

SECTION 10: Appeals of Persons Aggrieved by Judgement or Decision

Any person aggrieved by a judgement or decision rendered by the Chief of Police in the interpretation or enforcement of any provision or requirement of this policy, or any application of state law, city ordinance, rule, or regulation, may appeal such judgement or decision within five (5) days to the Board of Aldermen.

SECTION 11: Service Requirements and Fees

Wrecker Service Rotation List fees for cars and pickup trucks shall be a flat fee of no more than two-hundred (\$200) dollars for the first hour of service. If services are required that exceed one (1) hour, an extended fee of no more than fifty (\$50) dollars every fifteen (15) minutes thereafter may be assessed. This fee includes clean-up of the wreck scene to the satisfaction of the law enforcement officer in charge of the scene.

Occasionally, a major accident or other towing call will require an extra piece of equipment to tow a vehicle or to place it in a towable position. A Supplementary Resource Fee, not to exceed one-hundred (\$100) dollars, may be assessed upon the approval of the on-scene law enforcement supervisor. There will be no additional costs of services such as, to include but not be limited to, clean-up, winch fee, labor, fuel, or mileage. Use of oil or fluid drying material may be charged an amount not to exceed fifty (\$50) dollars.

After storing a vehicle for 24 hours from time of initial request, a charge, not to exceed forty (\$40) dollars, may be charged every twenty-four (24) hours thereafter. Any owner or operator of a towed vehicle, who retrieves their vehicle within twenty-four (24) hours from the time of the tow, shall not be charged any storage fee. Rates and charges of heavy wreckers shall be reasonable and be no more than the average rates of wreckers doing business in the State of Mississippi. If any such rates or charges should be found excessive or unreasonable, the Chief of Police may suspend or remove the wrecker service from the City's Wrecker Service Rotation List.

All wreckers must be available twenty-four (24) hours of every day and must promptly answer all calls for service from the Police Department and respond to the call location within a reasonable amount of time. A wrecker company shall not accept a request for service unless the operator has a vehicle immediately available to perform the requested service.

All wrecker drivers must have a current State of Mississippi commercial drivers license, and every wrecker must bear a current Mississippi license plate. Wrecker drivers must maintain satisfactory compliance with any prior legal requirements or judgements. Every wrecker driver will at all times comply with the traffic laws of the State of Mississippi.

SECTION 12: Tow-in Charges to be Posted, Duty to Furnish Receipt for Vehicle

All wrecker owners or operators must post a “tow-in” charge bulletin for towing vehicles which have not been involved in an accident and post charges and hourly rates for towing, hauling, and any necessary handling of a wrecked or damaged vehicle. Said bulletin must be posted in the storage facility. Wrecker operators must give the owner or driver of a towed vehicle a receipt for such vehicle upon request by the owner or police; it is hereby declared to be a violation of this article to charge an amount in excess of said posted sum and failure to give a receipt upon request.

SECTION 13: Company Record Keeping

Each wrecker company will maintain a record system covering all services performed in conjunction with the wrecker rotation system, to include but not be limited to:

1. The date and time the wrecker company was contacted and requested to perform the service.
2. The name of the person requesting the service.
3. The location of the vehicle.
4. A description of the towed vehicle, including tag and vehicle identification number.
5. The owner or driver of the vehicle.
6. The service charge and fee.
7. The response time from the moment of notification until he/she arrives on scene.

SECTION 14: Police Authority, Officially Held Vehicles

When the Starkville Police Department has an official “hold” on a towed or impounded vehicle, the owner or owner’s agent shall secure a release from the Starkville Police Department and present such release to the wrecker owner or operator. The towing cost shall be borne by the owner of said vehicle.

SECTION 15: Soliciting and Stopping at Accident Scenes Prohibited; exceptions

No wrecker owner, operator, or driver shall stop at an accident scene or near a disabled vehicle for the express purpose of soliciting an engagement for towing service, unless such wrecker service has been summoned to the scene by the owner or operator of any disabled vehicle or has been summoned by the Starkville Police Department. However, any authorized operator who comes upon a disabled vehicle (not a wreck or accident) may stop and help the owner obtain assistance.

Wrecker operators shall not, without the express authorization of the investigating police officer, move any vehicle from a public highway, street, or from any public property, when such vehicle is abandoned, stolen, or damaged as a result of an accident.

EXCEPTION: Notwithstanding the conditions imposed in these rules and regulations, operators may in emergency cases slide left, right, or otherwise move a vehicle damaged as a result of an accident, if the removal is for the purpose of extracting a person from the wreckage or to remove an immediate hazard to life and/or property. In no such event shall the movement be more than reasonable and necessary.

SECTION 16: Penalty for Violation of Article - Misdemeanor

Any person, firm or corporation who shall own, operate, or cause to be operated in or upon the streets, avenues, alleys, or highways of the City of Starkville, Mississippi, any wrecker for servicing the public through the Wrecker Service Rotation List of the Starkville Police Department, without first having complied with each and every pertinent section of this policy, obtained the permit required by Section 4 of this policy, and without having first filed with the City Clerk such insurance policy or bond, may be subjected to prosecution in Municipal Court and, upon conviction, be subject to a fine not to exceed five hundred dollars (500.00) or imprisonment not to exceed ninety (90) days or both such fine and imprisonment.

Frank Nichols
Starkville Police Chief

D. Lynn Spruill
Starkville Mayor

Attest:

Lesa Hardin
Starkville City Clerk

5. CONSIDERATION OF A T-HANGAR, FBO HANGAR AND TIE DOWN SPACE LEASE AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a T-Hangar, FBO Hangar and Tie Down Space Lease Agreement” is enumerated, this consent item is thereby approved.

STARKVILLE/OKTIBBEHA COUNTY AIRPORT
GEORGE M. BRYAN FIELD

T-HANGAR, FBO HANGAR & TIE DOWN SPACE LEASE AGREEMENT

This Lease Agreement has been executed on the day and date entered below, by and between CITY OF STARKVILLE, by and through the Starkville/Oktibbeha County Airport Board, hereinafter referred to as Lessor, and _____ herein referred to as Lessee to become effective on the _____ day of _____ and remain in effect until terminated by either party upon a thirty (30) days written notice or unless Lessor shall have given notice of immediate termination to Lessee due to the breach of this agreement by Lessee.

The space leased to Lessee shall consist of _____ with occupancy being made subject to the following terms and conditions as established by the City of Starkville for hangar space, tie-down space or storage:

1. The Parties

Lessor:

City of Starkville
Starkville/Oktibbeha County Airport
120 Airport Road
Starkville, Mississippi 39759
Airport Director: Rodney Lincoln
662-418-5900

Lessee:

Name: _____
Address: _____
Phone Bus: _____ Home: _____
Cell: _____
Email: _____

2. Identification of Aircraft:

The Lessor leases the space identified below at Starkville/Oktibbeha County Airport, located on George M. Bryan Field, for the storage of the following aircraft:

N: _____
Make: _____
Model: _____

3. The rental cost of the space leased to Lessee is hereby established in accordance with the following schedule:

A. FBO hangar

<u>Aircraft</u>	<u>Wing Span</u>	<u>MTOW</u>	<u>Cost</u>
Piston - Single engine	NTE 32 ft.	3000 lbs	\$125.00 per month
Piston - S/Med. Multi-engine	NTE 44 ft	5100 lbs	\$150.00 per month
Piston - Large Multi-engine	NTE 50 ft	6500 lbs	\$200.00 per month
Turbine - Small & VLJ	NTE 50 ft	12,500 lbs	\$325.00 per month
Turbine - Medium	NTE 55 ft	17,000 lbs	\$375.00 per month
Turbine - Large	NTE 75 ft	31,000 lbs	\$425.00 per month

B. Tie-down ramp space (\$25.00 per month)

C. Building C T-hangar (\$125.00 per month)

T-hangar storage Unit C2 (\$25.00 per month)

T-hangar storage Unit C9 (\$75.00 per month)

D. Building D T-hangar (\$100.00 per month)

T-hangar storage Units D2 and D7 (\$75.00 per month)

E. Building E T-hangar (\$100.00 per month)

T-hangar storage Units E2 and E7 (\$75.00 per month)

F. Building F T-hangars (\$125.00 per month)

T-hangar storage Units F2 and F9 (\$75.00 per month)

G. Building G T-hangars (\$125.00 per month)

T-hangar storage Unit G10 (\$75.00 per month)

4. Rent: Lessee shall pay to Lessor monthly rent for the agreed upon leased area at the rate set forth in Paragraph 3 above. Payment shall be due on the date of possession and on the first day of each month thereafter with rent being prorated for the initial month if possession is less than for the entire month. Lessor reserves the right to change the rental amount at contract renewal date upon (90) day prior written notice of such change to Lessee. Advance payment of rent shall not preclude such an increase. There shall be a \$25.00 late penalty payment for any payment that is ten (10) days past due. In the event that a payment shall become forty-five (45) days past due, the Airport Board, at their option shall have the right to void this lease and take immediate possession of the premises. However, in the event that a payment shall become ninety (90) days past due, the lease shall be void and the Airport Board shall take immediate possession of the premises

5. Use of the premises: The area leased to Lessee shall be used and occupied in compliance with the following conditions:

A. The T-hangar space, FBO Building A common hangar space and tie-down space shall be exclusively used for the purpose of storing the aircraft identified in Paragraph 2 above. No change of aircraft shall be made without the prior written notice to the Airport Director. All aircraft occupying an assigned T-hangar unit shall be based and physically located on the George M. Bryan

Field a minimum of 50% of the time, failing which this lease may be terminated with thirty (30) days written notice

This lease may also be terminated upon thirty (30) days written notice in the event the aircraft occupying the designated rental space ceases to be flown on a regular basis or ceases to be certified under a current FAA annual or periodic inspection for a period in excess of one hundred eighty (180) days.

B. No parking or storage of a motor vehicle or non-aviation related personal property shall be permitted in any T-hangar, FBO common hangar or tie-down space. However, a motor vehicle may be temporarily stored in a T-hangar when the assigned aircraft is in transit. There shall be no long term storage of vehicles, equipment or other personal property within any leased T-hangar not related to aircraft operations without prior written consent of Lessor. Ground vehicles for use of the FBO hangar and tie-down ramp space leased shall be parked in the designated public parking lot with vehicular access to and from the aircraft being allowed but limited in duration to the loading or unloading of passengers, baggage or freight. Lessor reserves the right to remove any vehicle in an unauthorized location at the owner's expense.

C. Lessee shall be responsible for the interior cleanliness of any assigned T-hangar or T-hangar storage unit and shall not make any permanent modification of said unit without getting the prior written consent of Lessor.. The Lessee shall not affix lettering, logos, or signs on any building or parking area without the prior written consent of Lessor.

D. Lessee may perform any maintenance or have any maintenance performed by a qualified A & P on his or her personal aircraft that is permitted by the FAR. There shall be no other maintenance allowed in the leased premises.

E. Lessee shall not permit waste, debris, flammable materials, or other hazardous substances, to accumulate or be stored in any T-hangar or T-hangar storage unit. Exceptions are permitted for small non-flammable heaters and small containers of paint or cleaning materials. Any other materials require a 60 day prior written approval from the Lessor. Storage of any items on the exterior of a T-hangar or storage space is prohibited. Welding or braising in any T-hangar or storage area is also prohibited.

F. Lessee understands that it is his/her sole responsibility to meet and maintain leased premises to all EPA standards. Should a contamination be caused by actions or non-actions of the Lessee, the clean up of premises will be the sole financial responsibility of Lessee. A DEQ assessment will be required by the Lessor after clean up, should such event occur and will be the sole financial responsibility of the Lessee. There shall be no stripping or painting on the premises. Minor touch up painting is accepted.

G. Lessee understands and specifically agrees that no commercial aviation activity shall be conducted on or from any T-hangar or T-hangar storage unit without the prior written approval of the Lessor. This includes, but is not limited to, aircraft maintenance, rental of aircraft,

charter, leasing, flight instruction, aerial survey, or photographic work, etc.

H. This Lease and any use of the storage areas leased hereby is subject to the provisions of the lease between the Lessee herein and the Starkville/Oktibbeha County Airport on George M. Bryan Field and such use must conform to all the rules and regulations of the Starkville/Oktibbeha County Airport minimum standards, and applicable Federal Air Regulations, zoning, building, insurance, and fire codes.

I. Upon termination of this lease, Lessee shall deliver and surrender to Lessor possession of the leased property, clean and in as good of condition and repair as existing on the date of possession, ordinary wear and tear and damage by fire or the elements beyond the Lessee's control excepted. Lessee shall also redeliver to Lessor all issued keys and gate remotes.

J. Except for claims arising out of acts caused by the negligence of the Lessor or its representatives, the Lessee hereby waives all claims against the Lessor and agrees to indemnify and defend Lessor against, and hold it harmless from, any and all suits, demands, losses and or liability on account of or in connection with any injury, loss, or damage to any person or property resulting or claimed to have resulted wholly or in part from the occupancy or use of the leased premises or any part thereof by the Lessee, its servants, agents, contractors, customers, or visitors.

K. For unsheltered tie-down space, the Lessee shall provide tie-down ropes or chains for the purpose of securing the aircraft, but the waiver, indemnity, and other provisions set forth in section I. next herein above shall be fully applicable in the event of any loss, damage, destruction, theft, death, or personal injury which may occur as a result of or with respect to improper or inadequate securing of the aircraft.

L. Lessee shall at all times, at his own expense, maintain aircraft liability insurance or equivalent insurance for a minimum amount of \$1,000,000, to protect the Lessee and George M. Bryan Field, City of Starkville/Oktibbeha County, and its Airport Board and all airport employees against any and all liability in connection with the use of the leased space on the airport and shall furnish Lessor a current certificate of such insurance coverage by delivery to the Airport Director.

M. Lessee shall own an aircraft and shall not transfer, assign, sublet, or pledge this Lease or Lessee's interest in the Leased Premises. Lessee shall remain liable during the term of this Lease unless released therefrom in writing by the Lessor and that no uncured default exists at the time of the request and granting of such consent. In the event that Lessee sells his/her aircraft, they shall have sixty (60) days to purchase another aircraft failing which this lease shall terminate. The Lessor, if requested in writing, may grant two thirty (30) day extensions if lessee contemplates purchase of another aircraft.

N. Lessor reserves the right to inspect hangar at will during the term of the Lease. In the event of hangar maintenance or construction, the board reserves the right to request the Lessee remove all aircraft from the hangar and vacate the hangar for such time period as may be required to perform said construction or maintenance. The Lessor assumes no obligation to provide alternate hangar space for aircraft storage during this period other than to provide ramp tie-down space at no charge.

O. Lessor reserves the right to terminate this lease should the identified aircraft become inactive for a period of six (6) months or more.

6. Venue and Jurisdiction: The laws of the State of Mississippi shall govern the validity, performance and enforcement of this Lease with jurisdiction and venue exclusively vested with the Circuit or Chancery Courts of Oktibbeha County, Mississippi. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any of the other provisions.

7. Enforcement: Should enforcement of this Lease become necessary the non-defaulting party in addition to all other remedies shall be entitle to recover from the defaulting party all reasonable necessary costs of litigation including but not limited to, court costs, attorneys fees and discovery expense.

Executed this the _____ day of _____, 20_____.

Lessor: City of Starkville/Starkville/Oktibbeha County
Airport

By: _____
Airport Director

Lessee: _____

6. CONSIDERATION OF ADVERTISEMENT OF VACANCY ON AIRPORT BOARD.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “Consideration of advertising of a vacancy on the Airport Board” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVAL TO ISSUE A CHANGE INCREASING THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT (HMEP) TO THE AMOUNT OF \$23,570.66, WHICH WILL MEAN AN ADDITIONAL CITY MATCH OF \$111.40.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “Consideration of approval to issue a change to the Hazardous Materials Emergency Preparedness Grant (HMEP) to the amount of \$23,570.66, which will mean an additional City match of \$111.40” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A PART-TIME 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 January 2, 2019 Official Agenda, and to accept items for consent, whereby the “consideration to advertise for a part-time Driver in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Civil Engineer Intern in the Engineering Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A PART-TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a part-time Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF AUTHORIZATION TO HIRE LATOYA WILLIAMS AS 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 January 2, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Latoya Williams as a Radio Operator (Dispatcher) in the Starkville Police Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION TO ALLOW CARDIOLOGY ASSOCIATES OF NORTH MS TO CONDUCT THE YEARLY FITNESS EXAMS FOR THE POLICE AND FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to allow Cardiology Associates of North MS to conduct the yearly fitness exams for the Police and Fire Department at an average cost per department of \$13,500.00” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVAL OF MCKEE PARK BASEBALL FIELD FENCE REPAIRS FROM COLUMBUS FENCE CO., THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$19,150.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the McKee Park baseball field fence repairs by Columbus Fence Co. in the amount of \$19,150.00, the lower of two quotes” is enumerated, this consent item is thereby approved.

Quotes received: Ivy Fence Co - \$ 23,664.71 and Columbus Fence Co - \$ 19,150.00

14. CONSIDERATION OF APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR THE JANUARY 1, 2019 THROUGH JUNE 30, 2019 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – ELECTRIC DIVISION AND WATER DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bids received for the January 1, 2019 through June 30, 2019 source of supply listing for Starkville Utilities – Electric Division and Water Division” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF AUTHORIZATION TO ACCEPT THE LOWEST EVALUATED COST OF THREE BIDS TO SPX TRANSFORMER SOLUTIONS IN THE AMOUNT OF \$856,510 BASE BID WITH \$14,855 ADDER FOR SPARE PARTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the lowest evaluated cost of three bids received to SPX Transformer Solutions in the amount of \$856,510 base bid with 14,855 adder for spare parts” is enumerated, this consent item is thereby approved.

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

TABULATION OF BIDS
FOR 75 MVA AUTOTRANSFORMER
FOR SOUTHWEST STARKVILLE 161/69 kV PRIMARY SUBSTATION



BIDDER	DELIVERY TIME	BASE BID PRICE	CORE LOSSES		WINDING LOSSES		EQUIPMENT LOSSES		TOTAL EVALUATED COST	ADDER FOR SHORT-CIRCUIT TEST	ADDER FOR SPARE PARTS	COMMENTS
			kW	\$	kW	\$	kW	\$				
HV SALES SPV TRANSFORMER	46 WEEKS ARO	\$856,510.00	21.80	\$106,820.00	98.30	\$206,430.00	5.40	\$11,340.00	\$1,181,100.00	75% OF COST	\$14,855.00	Subject to price adjustment. Price is firm with commodity price modifiers.
WHITEHEAD & ASSOCIATES	32-36 WEEKS ARO	\$902,112.00	26.50	\$129,850.00	80.50	\$169,050.00	5.60	\$11,760.00	\$1,212,772.00	NO QUOTE	\$9,080.00	Subject to price adjustment. Price is firm with commodity price modifiers.
ABB	32-36 WEEKS ARO	\$1,067,890.00	23.22	\$113,778.00	71.85	\$150,885.00	2.60	\$5,460.00	\$1,338,013.00	\$850,000.00	NO QUOTE	

Loss evaluation factors are as follows:

1. No-load (core) losses shall be evaluated at the capitalized cost of \$ 4,900.00 per kW
2. Full-load (winding) losses shall be evaluated at the capitalized cost of \$ 2,100.00 per kW
3. Auxiliary equipment losses shall be evaluated at the capitalized cost of \$ 2,100.00 per kW

I hereby certify that this is a true and correct tabulation of the Bids for one (1) 75 MVA Autotransformer for the Southwest Starkville 161/69 kV Primary Substation received by Starkville Utilities on December 19, 2018.


Jeffrey Atwell, P.E.

 Atwell & Gent, P.A.
Electrical & Consulting Engineers

16. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY IN THE AMOUNT OF \$6,223.24 FOR THE SEWER SERVICE WYES MATERIAL FOR THE APPROVED PLEASANT ACRES INFRASTRUCTURE REPLACEMENT PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from G&C Supply in the amount of \$6,223.24 for the sewer service wyes material for the approved Pleasant Acres Infrastructure Replacement project” is enumerated, this consent item is thereby approved.

Three quotes received: G & C Supply \$6,223.24; Coburn’s 6,982.28; Central 6,237.60

17. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY IN THE AMOUNT OF \$7,760.00 FOR THE WATER LINE PIPE MATERIAL FOR THE APPROVED PLEASANT ACRES INFRASTRUCTURE REPLACEMENT PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from G&C Supply in the amount of \$7,760.00 for the water line pipe material for the approved Pleasant Acres Infrastructure Replacement project” is enumerated, this consent item is thereby approved.

Quotes received: G & C : \$ 7,760.00; Coburn : \$ 7,980.00; Central Pipe: \$ 7,980.00

18. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO TVPPA STAKING SCHOOL WITH TOTAL ESTIMATED COSTS TO BE \$1,981.25, WITH ADVANCED TRAVEL IN THE AMOUNT OF \$163.50.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “authorization for Madison Smith with the Electric Division of Starkville Utilities to travel to TVPPA Staking School with costs associated with the trip expected to be \$1,981.25 and advanced travel in the amount of \$163.50” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill welcomed Municipal Judge Brian Kelley, who was sworn in as Starkville Municipal Judge earlier in the day.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that cars and school buses be careful with children and their safety. He also noted several intersections drivers appear to be running stop signs and asked that the Police monitor these areas. John Tolliver, 26 Choctaw Road, asked that the City address the homeless population in Starkville and work towards helping these people. He also asked that the Police look at the area of highway 12 and South Montgomery between midnight and two a.m. in that there appear to be people racing engines and speeding.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

19. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 26, 2018 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of December 26, 2018 for fiscal year ending 9/30/19, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 328,487.72
Airport Fund	015	27,734.63
Sanitation	022	206,157.56
Landfill	023	52.53
Computer Assessments	107	175.00
Industrial Park Bond	303	33,394.11
Park and Rec, Tourism	375	5,111.25
Trust & Agency	610	27,036.67
Economic Dev, Tourism, Conv	630	93,140.17
Sub Total Before Utilities		\$ 722,289.64
Utilities Dept.	SED	505,891.05
Total Claims	Total	\$ 1,228,180.69

33. MOTION TO RECESS UNTIL JANUARY 15, 2019 @ 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 January 15, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)