

**MINUTES OF THE SPECIAL CALLED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN**

The City of Starkville, Mississippi
July 8, 2003

By reproducing the following notice of this Special Called Meeting, these minutes reflect its service and endorsement; these minutes further declare endorsement and service of this notice to have been in full compliance with Mississippi Code Annotated, 1972, Section 21-3-21.

July 07, 2003

**NOTICE OF SPECIAL CALLED MEETING
MAYOR AND BOARD OF ALDERMEN
THE CITY OF STARKVILLE, MISSISSIPPI**

TO: Aldermen Sumner D. Davis, Frank M. Davis, P.C. McLaurin, Jr., Lee Beck,
Virgil N. Bolin, Roy A'. Perkins and Victor L. Zitta

FROM: /S/ Mack D. Rutledge _____ Mack D. Rutledge
Mack D. Rutledge, Mayor

SUBJECT: July 8, 2003, 12:00 noon Special Called Meeting

You are hereby notified that a Special Called Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, is called by Mayor Mack D. Rutledge to meet this day, **Tuesday, July 8, 2003 at 12:00 noon**, in the Courtroom of City Hall, 101 Lampkin Street. The specific subjects to be discussed at the meeting will be as the attached agenda indicates:

- I. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG
- II. APPROVAL OF THE AGENDA

- III. APPROVAL OF MINUTES OF THE RECESS MEETING OF JUNE 17, 2003
- IV. GENERAL COMMENTS FROM THE MAYOR AND BOARD OF ALDERMEN
- V. PUBLIC APPEARANCES
MRS. ETHEL CONNOR TO DISCUSS A DITCH ON MARTIN LUTHER KING DRIVE
- VI. CITIZEN INVOLVEMENT (MAXIMUM OF 3 MIN. FOR ANYONE TO SPEAK)
- VII. ECONOMIC DEVELOPMENT
- VIII. DEPARTMENTAL BUSINESS
 - A. PARKS AND RECREATION
 - B. COMMUNITY DEVELOPMENT
 - C. PUBLIC WORKS
 - 1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS - JET/VACUUM TRUCK - NEW CONSTRUCTION/REHAB
 - 2. REQUEST APPROVAL OF CHANGE ORDER #1 - BOOSTER STATION #1 - EXTENSION OF TIME
 - 3. REQUEST APPROVAL OF CHANGE ORDER #2 - WELL #7 - EXTENSION OF TIME
 - 4. REQUEST APPROVAL OF NEGOTIATED PRICE FOR J. L. KING PARK IMPROVEMENTS WITH RAFCO
 - 5. REQUEST APPROVAL OF FIRST PRIORITY STREETS FOR PAVING/IMPROVEMENTS
 - 6. REQUEST APPROVAL FOR CITY ENGINEER TO ATTEND AMERICAN PUBLIC WORKS ASSOCIATION CONVENTION IN SAN DIEGO IN SEPTEMBER
- IX. GENERAL CITY BUSINESS
- X. MAYOR'S OFFICE
 - A. GENERAL ADMINISTRATION

/S/ Virgil N. Bolin
Virgil N. Bolin, Alderman

Roy A'. Perkins, Alderman

/S/ Victor L. Zitta
Victor L. Zitta, Alderman

/S/ Carl Carruthers, Jr
Police Officer

DATE: July 7, 2003

Be it remembered that the Mayor and Board of Alderman met at a Special Called Meeting on July 6, 2003 at 12:00 noon, in the Court Room of City Hall, 101 Lampkin Street. There being present was Mayor Mack D. Rutledge, Aldermen Sumner D. Davis, Frank M. Davis, P.C. McLaurin, Jr., Virgil N. Bolin, Roy A'. Perkins, and Vic Zitta. Alderman Lee Beck did not attend the meeting. The Mayor and Board were attended by City Clerk Vivian E. Collier and Interim City Attorney Ben Hilbun.

The meeting was opened with a moment of silent meditation and the Pledge of Allegiance to the flag. The mayor asked that the board and audience be in prayer for the families of the victims at the Lockheed plant in Marion, MS.

Further, the mayor noted the length of the agenda and stated that he did not expect the agenda to be so lengthy. He asked that the board discuss anything that's necessary, but to be economical with time so that all matters can be handled.

Alderman Perkins expressed his displeasure about the length of the agenda, as well as, not receiving a packet and agenda prior to the meeting. He stated that the board needs to proceed down the agenda and to establish priorities so that the meeting can conclude by 1:00 p.m. and to consider the other items on July 15, 2003.

1. **A MOTION TO APPROVE THE OFFICIAL AGENDA**

There came for consideration the matter of approval of the official agenda. After discussion,

Alderman Vic Zitta offered a motion to approve the official agenda with the rearrangement of certain items and to prioritize

other items, as necessary. Alderman Frank M. Davis seconded the motion and the board voted unanimously in favor of the motion.

2.

**AN ORDER APPROVING THE CLAIMS DOCKET
FOR ALL CITY FUNDS FOR THE MONTH OF JUNE 2003
AND FINANCIAL STATEMENTS FOR MAY 2003**

There came for consideration the matter of approval of the Claims Docket for all City funds for the month of June 2003 and the Financial Statements for May 2003. After discussion and

upon motion of Alderman P.C. McLaurin, Jr., duly seconded by Alderman Vic Zitta, and unanimously carried by the Board, the Financial Statements for May 2003 and the Claims Docket for the month of June 2003 for all City funds were approved as presented and the docket recorded in Claims Docket Book #20 and summarized below:

General Fund	Fund 001	98,184.65
Restricted Police Fd.	Fund 002	3.00
Restricted Fire Fund	Fund 003	160.00
P&R Activity Fund	Fund 005	92,715.88
Airport Fund	Fund 015	35,389.90
San./Waste Removal	Fund 022	17,668.76
Landfill Account	Fund 023	225.79
School B&I Fund	Fund 203	41,702.50
Water/Sewer Fund	Fund 400	93,715.20
Vehicle Maint. Shop	Fund 500	23,563.70
Payroll Clearing Fd	Fund 681	82,049.99
Electric Department		2,242,992.25

3.

**A MOTION TO SCHEDULE A PUBLIC HEARING
ON JULY 24, 2003 AT 5:30 P.M. TO CONSIDER AND
DETERMINE IF CERTAIN PROPERTIES ARE
NUISANCE PROPERTIES**

There came for consideration the matter of scheduling a Public Hearing to determine if certain properties within the city constitute a nuisance and a threat to the public health and welfare. The appropriate notices will be mailed to the owners of the following properties:

304 West Main Street - Lula D. Huggins
Pt of lot 33B, block 7

414 West Main Street - Kimberly Ann Templeton
Lot 6 & all of 6A, block 7

415 West Main Street - Kathryn Simmons
North part of lot 1, block 12

119 West Gillespie Street - Betty Brooks
East part of lot 4, block 42

After discussion, and

upon motion of Alderman Sumner D. Davis, duly seconded by Alderman Virgil N. Bolin, to schedule a Public Hearing on July 24, 2003 at 5:30 p.m. to consider and determine if the above listed properties are a nuisance to the public health and safety, the board voted as follows:

Alderman Sumner D. Davis, III	Voted: Yea
Alderman Frank M. Davis, Sr.	Voted: Yea
Alderman P.C. McLaurin Jr.	Voted: Nay
Alderman Lee Beck	Voted: Absent
Alderman Virgil Bolin	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Vic Zitta	Voted: Yea

The motion having received the majority affirmative vote of those members present, the mayor declared the motion duly

carried.

4.

**A MOTION TO FORM A COMMITTEE TO
REVIEW THE WATER/SEWER IMPROVEMENTS**

There came for consideration the matter of forming a committee to review the water/sewer improvement. After discussion, and

upon motion of Alderman Roy A'. Perkins, duly seconded by Alderman P.C. McLaurin, Jr., the board voted unanimously to form a committee to review the water/sewer improvements and to name Mayor Rutledge, Public Works Director Bill Webb, Aldermen Virgil Bolin, Frank Davis, P.C. McLaurin, Jr., and Vic Zitta to the review committee with Alderman Frank Davis serving as chairman.

5.

**A MOTION TO REAPPOINT MMES. DORA HERRING AND
GLORIA J. LIDDELL AND MR. KEITH A. SMITH TO THE
PLANNING AND ZONING COMMISSION FOR A FULL SIX-YEAR TERMS**

There came for consideration the matter of filling three expired terms on the Planning and Zoning Commission. Six letters of interest were received for the position with three (3) being from incumbents. Those submitting letters are listed below:

Richard Coughlin
1176 Bob White Drive

Jack Day
106 Dunlap Street

Dora Herring
2 Tally Ho Drive

Dossie Johnson
100 Tea Rose Lane

Gloria L. Liddell
302 Colonial Circle

Keith A. Smith
48 Holtsinger Street

After discussion,

Alderman Roy A'. Perkins offered a motion which was duly seconded by Alderman Vic Zitta and unanimously carried by the board, to reappoint Mmes. Dora Herring and Gloria L. Liddell and Mr. Keith Smith to the Planning and Zoning Commission to service a full six-year term which expires June 30, 2009.

6. **A MOTION TO REAPPOINT MR. WENDELL GIBSON
TO FILL THE EXPIRED TERM ON THE
PARK COMMISSION**

There came for consideration the matter of filling an expired term on the Parks Commission. Three letters of interest were submitted, including one from an incumbent. Those submitting letters are listed below:

Mark S. Binkley
1 Southern Cross

Johnie E. Cooks, Sr.
202 Walden Way

Wendell W. Gibson
418 Sycamore

After discussion, and

upon motion of Alderman Virgil N. Bolin, duly seconded by Alderman Vic Zitta, the Board voted unanimously to reappoint Mr. Wendell W. Gibson to a full five-year term on the Parks Commission, said term to expire June 30, 2008.

7. **A MOTION TO ADOPT THE AMENDED BYLAW FOR THE
PLANNING AND ZONING COMMISSION**

There came for consideration the matter of adopting bylaws for the Planning and Zoning Commission. The following bylaws were presented for the board's consideration:

**PLANNING AND ZONING COMMISSION
STARKVILLE, MISSISSIPPI**

BY -LAWS

Mission Statement **To make recommendations to the Mayor and Board of Aldermen on all matters relating to planning and zoning within the city and to facilitate orderly and planned development. The make-up of the Planning and Zoning Commission members should reflect the ethnic diversity of the residents of the City of Starkville.**

Section I. POWERS AND DUTIES

The Planning and Zoning Commission shall have the following powers and duties:

1. To prepare and propose a master plan of physical development for the City or part thereof.
2. To prepare and present a proposed zoning ordinance and map and to hear requests for zoning changes and zoning exceptions.
3. To prepare and propose regulations governing subdivision of land and the items required for review of a developer's proposed subdivision. The Commission shall be responsible for establishing procedures for the subdivision review process.
4. To prepare and propose a zoning plan to regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of lot that may be occupied; the size of yards, courts, and other open spaces; density of population; and the location and use of buildings, structures, and land for trade, residences, and other purposes.

5. To prepare and propose building and setback lines on roads and highways.
6. Such other powers and authority as may be conferred by statute or are implied to fulfill the duties of the Commission.

Section II.

APPOINTMENT AND TERM OF OFFICE

The members of the Planning and Zoning Commission shall be registered voters of the City of Starkville and appointed by a simple majority vote of the Board of Aldermen. To be appointed to the Commission, a person must have been a resident of the City for two (2) years prior to appointment. One member shall be appointed from each ward and the remaining members shall be appointed from the public at large. No more than two members shall be appointed from anyone ward. There shall be nine members of the Commission. The members of the Planning and Zoning Commission shall be appointed for a term of six (6) years with reappointment possible after a period of two (2) year's absence. Commissioners who have not served a full six year term shall be eligible for appointment to a full term without the two (2) year waiting-period. A Commissioner whose term has expired shall continue to serve until the expired position has been filled by the Mayor and Board of Aldermen.

All officers shall serve two (2) year terms with new officers taking office on July 1 of even numbered years. Officers shall be chosen from those members with at least two (2) years experience on the Commission.

Section III.

OFFICERS AND STAFF

The duties and powers of the officers of the Planning and Zoning Commission shall be as follows:

- a. Chairperson
 1. Presides at all meeting of the Commission

2. Calls special meetings of the Commission in accordance with the bylaw.
3. Signs documents of the Commission.
4. Sees that all actions of the Commission are properly taken,
5. Serves as an ex-officio member of the Board of Adjustment.

b. Vice-Chairperson

During the absence, disability, or disqualification of the Chairperson, the Vice Chairperson shall exercise or perform all the duties and be subject to all the responsibilities of the Chairperson.

c. Staff Support

1. The City Planner shall give direct staff support and make recommendations. The City Planner shall also attend all regularly scheduled meetings.
2. All officers and department heads of the City shall cooperate with the Planning and Zoning Commission and render all reasonable assistance.
3. Staff shall provide staff report on all cases properly brought before the Commission. This report shall include any previous actions taken on the matter.

Section IV. MEETINGS

- a. Regular Meetings: Regular meetings of the Planning and Zoning Commission shall, be held in the Board Room of City Hall, commencing at 5:30 p.m. on the second Tuesday of each month. The meetings shall deal with planning issues as well as Zoning amendments. At all regularly scheduled meetings, the commission shall consider all matters properly brought before it with the necessity of proper noticing. A regular meeting may be canceled or rescheduled by the Commission at a prior meeting.
- b. Special Meetings: Special meetings of the Planning and Zoning Commission shall be held at a time and place designated by the officer calling the meeting, and shall be called by the Chairperson or Vice Chairperson. Written notice thereof shall be given to all the members not less than forty-eight hours in advance thereof.
- c. Annual Meetings: An annual meeting *of* the Planning and Zoning Commission with the Mayor and Board *of* Aldermen shall be held on the fourth Tuesday in October *of* each year. This meeting shall be devoted to the presentation of the annual report *of* the Commission and any such other business as shall be scheduled by the Commission.
- d. Quorum: Five members shall constitute a quorum for the transaction of business. No action shall be taken which is binding upon the Planning and Zoning Commission unless concurred in by not less than an absolute majority of all members (5) comprising the Commission.
- e. Voting: At all meetings of the Planning and Zoning Commission, each member attending shall be entitled to cast one vote. Voting shall be by voice unless modified in accordance with parliamentary procedure. Proxy votes may be cast by any member not in attendance at a meeting, provided that such proxies specify a particular vote on a specific issue. In the event that any member shall have a financial interest in any matter before the Commission, he or she shall recuse himself/herself from

discussion and voting on the matter.

f. Proceedings: At any regular meeting of the Planning and Zoning Commission, the following shall be the regular order of business:

1. Roll Call
2. Minutes of the previous meeting. Consideration of the written agenda
3. Consideration of minutes of the previous meeting
4. Scheduled matters:
 - a. Old business
 - b. New business
 - c. Public comments
5. Adjournment

Old/New business:

Items brought before the Commission for consideration shall meet all applicable requirements for public noticing as specified by ordinance or state law. All information and supplemental materials shall be submitted by the filing deadline for each meeting and shall follow the format specified by the City. No application for a zoning amendment shall be considered by the Commission within one year immediately follow in a previous recommendation of denial of such request to the Mayor and Board of Aldermen. No application for a zoning amendment may be withdrawn from an approved meeting agenda without the consent of the Commission.

Public comments: The Planning and Zoning Commission invites citizen participation regarding affairs of the City. Any citizen desiring to speak on a matter that is not scheduled on the agenda may do so under the "public comments" section. As a matter of policy, the Planning and Zoning Commission will not take immediate action on presented under "Public comments." Those presenting are requested to be prepared, be factual and limit comments to one subject per appearance. Individual time limits for presentations to the Commission are

at the discretion of the Chairperson.

- g. Attendance: The Board of Aldermen, by a two-thirds (2/3) absolute majority vote, shall have the authority to remove any member of the Planning and Zoning Commission whenever, in the opinion of the Board of Aldermen, the best interests of the City shall be served thereby.. Any member of the Commission who has more than three (3) absences in any year (July1 - June 30) shall automatically vacate his or her seat on the Commission. By a simple majority vote, the Commission may determine an absence to be by "good cause," and not include it in the total count of a member's absences.

4. Parliamentary Procedure:

Meetings of the Commission shall be conducted in accordance with the rules of Parliamentary Procedure currently in effect for meetings of the Mayor and Board of Aldermen.

Section V. AMENDMENTS TO BYLAWS

These By-Laws may be amended at any meeting of the Planning and Zoning Commission provided that notice of said proposed amendment is given to each member in writing at least five days prior to said meeting. No amendments shall be made in the term of office, or operating regulations of Ordinance Number 1986-5, which created said Commission, without the consent of the Board of Aldermen of the City of Starkville, Mississippi.

Section VI. DECLARATION

The motion having received an affirmative vote of the majority of the members present, the Chairperson of the Commission declared the motion carried and the By-Laws passed, approved and adopted on this 10th day of June 2003, and submits the bylaws for ratification by the Mayor and Board of Aldermen. Upon such successful ratification, the effective date is set for the next regularly scheduled meeting of the Commission. Those who have already applied for a hearing prior to this day and date shall be exempt from fees and regulations of these By-Laws except the meeting will follow the agenda outline as set forth above.

After discussion, and

upon motion of Alderman P.C. McLaurin, Jr., duly seconded by Alderman Virgil N. Bolin, the board voted unanimously to adopt the foregoing bylaws for the Planning and Zoning Commission, subject to confirmation that no conflicts with current ordinances exist.

COMMENTS FROM THE MAYOR AND BOARD OF ALDERMEN

Alderman Frank Davis informed the board that the Public Works Directors' selection committee will choose the top five (5) candidates for the position and present those five candidates to the full board.

Alderman McLaurin reported that copies have been made of the applications for City Planner and that he will meet with the committee to review the applications. Copies will be made for the full board.

Alderman Zitta asked how the board would proceed with budget preparations for the new fiscal year. Alderman McLaurin reported that materials have been distributed to department heads and superintendents. He has prepared a timetable whereby the necessary budget meetings and two (2) public hearings are scheduled.

8.

A MOTION TO DEFER DISCUSSION OF THE J.L. KING PARK IMPROVEMENTS UNTIL THE SCHEDULED RECESS MEETING ON JULY 15, 2003

Alderman Roy A'. Perkins offered a motion to defer discussion of the J.L. King Park improvements until the July 15, 2003 Recess Meeting. Alderman Virgil N. Bolin seconded the motion and the board voted its unanimous approval.

PUBLIC APPEARANCES

Mrs. Ethel Conner appeared to discuss a ditch on Martin Luther King Drive located north of property she owns. Mrs. Conner said that the bridge has collapsed and has caused her bridge to become impassable. She said the water has washed away the soil in the yard and needs to be replaced. The mayor stated that through his research, he has found that the ditch is on city property and not on highway right-of-way, as is the ditch along the front of Peter's Rock Church.

The board took the matter under advisement until a cost estimate is available and a decision can be made.

9.

**A MOTION TO APPROVE A PROFESSIONAL
SERVICES AGREEMENT WITH BARGE, WAGGONER, SUMNER
AND CANNON, INC. TO DEVELOP THE AIRPORT LAYOUT PLAN**

There came for consideration the matter of a request to approve a Professional Services Agreement to develop the Bryan Field Airport Layout Plan. The airport board has negotiated with Barge, Waggoner, Sumner and Cannon, Inc. to perform the services. After discussion,

and upon motion of Alderman P.C. McLaurin, Jr., duly seconded by Alderman Vic Zitta, and unanimously carried by the board, the following Professional Services Agreement was approved.

**BARGE, WAGGONER, SUMNER AND CANNON, INC.
PLANNERS ENGINEERS. ARCHITECTS.**

PROFESSIONAL SERVICES AGREEMENT

This agreement made as of _____2003, between the City of Starkville (**Client**) and Barge, Waggoner, Sumner and Cannon, Inc. (**BWSC**) to perform professional services for the assignment described as follows:

Project:	Airport Layout Plan
Location:	Starkville Airport, George M. Bryan Field Starkville, Mississippi
Project Description:	Described in attached "Scope of Work"

1. **PROFESSIONAL SERVICES: BWSC** agrees to perform the following Basic Services under this contract:

1. BASIC SERVICES

Basic Services to be performed under this agreement are outlined in the "Scope of Work" attached as Attachment "A."

2. EXTRA SERVICES

At the request of the **Client**, BWSC will accomplish such Extra Services as required by the **Client** to complete the project. At the option of the **Client**, Extra Services may be provided by the **Client** through contracts with other professionals or may be provided by BWSC. When BWSC is requested to provide Extra Services, such services may be provided by BWSC's own forces or through subcontracts with other professionals. Extra Services which may be requested may include, but are not necessarily limited to the following:

1. Land surveys as necessary to establish property boundaries and prepare legal descriptions as required for property acquisition purposes and preparation of property maps.
2. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the **Client**.
3. Assisting the **Client** in the preparation of necessary applications for local, State, and Federal grants.
4. Reproduction of additional copies of reports, documents, and/or specifications above the specified number furnished in Basic Services.
5. The accomplishment of specialized surveys, studies, and investigations, and the preparation of special reports and drawings, as may be requested or authorized in writing by local, state, and federal authorities in connection with the project.

6. Extra Work Created by Scope Changes, after approval of plans by the **Client**, MDOT, and FAA, as required and beyond the control of **BWSC**, that may be requested or authorized in writing by the **Client** in connection with the project.
7. Special environmental studies and analyses.

2. COMPENSATION: The compensation to be paid to **BWSC**, for providing the requested services shall be:

1. Compensation for Basic Services, as outlined in the attached Scope of Services, shall be as follows:

Airport Layout Plan Update	\$41,500.00	Lump Sum
----------------------------	-------------	----------
2. Compensation for requested Extra Services shall be determined by applying hourly rates set forth in the attached Schedule of Standard Charges (Attachment "B") to **BWSC**'s actual labor-hours and reimbursing **BWSC** for actual direct expenses.
3. Outside services contracted for a specific project, such as professional and technical consultants, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement.
4. Other expenses which are properly chargeable to the work will be invoiced as follows:
 1. Travel by private vehicle at 36 cents per mile.
 2. In-house printing, reproduction, photography, and computer Services at commercial rates.
 3. Travel and living expenses for all personnel when required to be away from their office in connection with the work at cost.

III. PAYMENTS: Billings for Services rendered will be made monthly and payment is due within thirty (30) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1½ per month will be added to unpaid balances more than thirty (30) days old.

4. AUDIT: Access to records

1. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The OWNER, or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence for the purpose of examination, audit, excerpts and transcriptions.
2. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three years after the OWNER makes final payment and all other pending matters are closed.

5. TERMINATION:

1. This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 1. Not less than ten (10) calendar days written notice of intend to terminate; and
 2. An opportunity for consultation with the terminating party prior to termination.
 2. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience provided the ENGINEER is given:
 1. Not less than ten (10) calendar days written notice of intent to terminate; and
 2. An opportunity for consultation with the terminating party prior to termination.
- C Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all Services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, reports estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

3. If this Agreement is terminated by either party, the ENGINEER shall be paid for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination. If termination of the Agreement occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER. If the Agreement is terminated by the OWNER for default of the ENGINEER the amount due the ENGINEER may be adjusted to the extent of any additional costs incurred by the OWNER as a result of the ENGINEER's default.

V. **REUSE OF DOCUMENTS:** All documents including Drawings and Specifications prepared by **BWSC** pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by **Client** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **BWSC** for the specific purpose intended will be at **Client's** sole risk and without liability or legal exposure to **BWSC**; and **Client** shall indemnify and hold harmless **BWSC** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **BWSC** to further compensation at rates to be agreed upon by **Client and BWSC**.

VI. **ACCESS TO THE SITE/JOB SITE SAFETY:** Unless otherwise stated, **BWSC** will have access to the site for activities necessary for the performance of the services. The **Client** understands that **BWSC** is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety. **BWSC** will not be responsible for any losses or injuries that occur at the Project site.

7. **INDEMNIFICATIONS:** If any claim is brought against either the **Client** or **BWSC** by any third party, relating in whole or in part to the negligence of the **Client** or **BWSC**, each party shall indemnify the other against any loss or judgement, including attorneys' fees and costs, to the extent that such loss or expense is caused by the party's negligence.

VIII. **INSURANCE:** **BWSC** shall secure and endeavor to maintain such insurance as will protect **BWSC** from claims of negligence, bodily injury, death, or property damage which may arise from the performance of services under this Agreement.

9. **RISK ALLOCATION:** In recognition of the relative risks, rewards and benefits of the project to both the **Client and BWSC**, the risks have been allocated such that the **Client** agrees that, to the fullest extent permitted by law, **BWSC's** total liability to the **Client** for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of our fee or Fifty Thousand (\$50,000) dollars, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
10. **DISPUTES RESOLUTION:** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the OWNER and the ENGINEERS arising out of or relating to this Agreement or the breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.
11. **OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BWSC** represents **BWSC's** judgement as design professionals and is supplied for general guidance of the **Client**. Since **BWSC** has no control over the construction marketplace, **BWSC** does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the **Client**.
- XII. CIVIL RIGHTS ASSURANCES:** During the performance of this contract, the CONSULTANT, for itself fits assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
 2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract,

including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of any who fails or refuses to furnish this information the contractor shall so certify to the OWNER or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 2. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

XIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES:

1. Policy: It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
2. DBE Obligation: The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. **GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the Law of the State of Mississippi.

City of Starkville
By: _____
Title: Mayor
Address: 100 Lampkin Street
Starkville, MS 39759

Barge, Waggoner, Sumner & Cannon, Inc.
By: _____
Title: Vice President
Address: 590 Carmichael Place
Montgomery, AL

Attest: _____

Attest: _____

Title: _____

Title: _____

Attachment "A"

**STARKVILLE AIRPORT, GEORGE M. BRYAN FIELD
AIRPORT LAYOUT PLAN
SCOPE OF SERVICES**

TASK 1 AIRPORT LAYOUT PLAN (ALP)

This set of drawing plan sheets will provide the graphic depiction of the recommended airport development. Drawing sheets include a cover sheet and separate plans that will comprise the following ALP set:

1. Title Sheet
2. Airport Layout Drawing
3. Terminal Area Drawing
4. Inner Portion of the Approach Drawing
5. FAR Part 77 Airspace Drawing
6. Off-Airport Land Use Drawing
7. Airport Property Map
8. Aerial Photograph

The ALP set will comply with the requirements contained in FAA Advisory Circular 150/5300-13, *Airport Design*, and FAA ALP checklist. Aerial mapping will be used to supplement the Airport's topographical information to determine elevations of structures and trees on airport property and areas underlying the approach surfaces in the Runway Protection Zones. Ground elevations will be approximated in areas obstructed by tree cover. All drawings will be on standard 24-inch by 35-inch sheets. A discussion of each of the drawing sheets is provided below:

1. Title Sheet – The title sheet will identify the airport name, municipality, airport operator name and logo, sheet index, consultant, the date of preparation and approval blocks for the airport, FAA and State Aeronautics

agencies.

2. Airport Layout Drawing – The Airport Layout Drawing (ALD) sheet will depict the overall development program for the Airport. The ALD will identify existing and proposed facilities. This sheet will include airport data tables, wind data, legend, and will conform to FAA standards as described in AC 150/5300-13, *Airport Design*.
 3. Terminal Area Drawing--The Terminal Area Drawing has been prepared previously by BWSC and will be incorporated into the ALP set. However, should changes be needed, the terminal area drawing will be updated to remain consistent with the ALP set.
- II Inner Portion of the Approach Drawing--Plan and profile views will be prepared for all existing and proposed runway thresholds depicting the runway protection zones (RPZs) and approach profiles. Existing and potential obstructions to runway approach surfaces and air navigation will be identified.
- II FAR Part 77 Airspace Surfaces--A drawing sheet depicting the Airport's future imaginary airspace surfaces will be prepared according to FAR Part 77 criteria. This drawing may be used by the Airport for height zoning controls. All horizontal, conical, approach, and transitional surfaces will be depicted in a plan view, along with an isometric sectional view of the Airport's airspace surfaces.
- C. Off-Airport Land-Use Drawing-- This drawing sheet will be developed for use by airport staff for coordination of compatible land uses and land-use controls around the airport. It will depict existing land uses in the immediate vicinity of the Airport. This drawing will be compiled by a visual inspection of land uses within one mile of the runway ends along the extended runway centerline and 1/4 mile from each side of the runway centerline.
- D. Airport Property Map--The Airport Property Map will depict the Airport's property lines and will provide information on property adjacent to the Airport. The Airport will provide BWSC with airport boundary information.

- E. Aerial Photograph--A new aerial photograph will be taken of the existing Airport and will be included in the drawing set. The photo will be enlarged to a point where the image will be scalable in an appropriate ratio.

TASK 2 NARRATIVE REPORT

A narrative report will be provided that will discuss the ALP drawings, aeronautical forecasts, existing and proposed features of the Airport, land uses near the Airport, and how the Airport conforms to the critical components of FAA AC 150/5300-13, *Airport Design*. The ALP drawings will be described in a manner that explains the purpose of each drawing. For the aeronautical forecasts, the FAA's Terminal Area Forecast (TAP) will be used to determine forecasted based aircraft and aircraft operations. Existing and proposed features of the Airport will be discussed illustrating how the features are meeting or will meet demands of airport users. The narrative will also discuss current land use incompatibilities as well as provide potential types of compatible land uses for these areas. In addition, the narrative will provide a list of airport improvement projects.

TASK 3 HEIGHT ZONING ORDINANCE

A Height Zoning Ordinance will be prepared for the Airport in accordance with FAA guidelines set forth in AC 150/5190-4A, a *Model Zoning Ordinance to Limit Height of Objects Around Airports*. The format and content of the Height Zoning Ordinance will be presented in a manner that will enable it to be readily adopted by the appropriate governing body without change. The ALP FAR Part 77 Airspace drawing will be developed so that it can be used in conjunction with the Height Zoning Ordinance.

ATTACHMENT "B"

**SCHEDULE OF
STANDARD CHARGES**

HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect	\$100 to \$170
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor	80 to 120
Graduate Engineer, Planner, or Architect Designer or Technician.	50 to 90
Drafter, Secretary, etc.	30 to 80
Surveyor	30 to 70
Construction Representative	20 to 55
	25 to 60

NOTE: The average three-member survey crew rate ranges from \$90 to \$120 per hour, depending upon the mix of personnel used.

Standard Method of Compensation:

Office Personnel: 2.5 times the salary cost of employees for time properly chargeable to the work.

Field Personnel (Surveyors and Inspectors): 2.0 times the salary cost of employees for time properly chargeable to the work.

Salary cost includes the actual payroll charge plus direct additives (projected at 30 percent).

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at 36 cents per mile.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing,

reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

Statements will be issued on a monthly basis.

10.

**AN ORDER TO ADOPT THE STATE TAX COMMISSION'S
UNIFORM ASSESSMENT SCHEDULE FOR MOTOR VEHICLE
AD VALOREM TAXES FOR FISCAL YEAR 2003-2004 AND TO
DECLARE THE SCHEDULE OPEN FOR INSPECTION
AND EXAMINATION BY INTERESTED TAXPAYERS**

There came for consideration the matter of adoption and examination of the State Tax Commission's 2003-2004 Uniform Assessment Schedule Ad Valorem Taxes, pursuant to the requirements of Section 27-51-21 of the *Mississippi Code of 1972*, as amended. This schedule contains assessments for Special Equipment, Trailers, Motor Cycles, Ambulances and Hearses. The ad valorem assessment schedule for passenger vehicles and light trucks is produced through the computer system of the County Tax Collector. After discussion, and

upon motion of Alderman P.C. McLaurin, Jr., duly seconded by Alderman Vic Zitta, the Board unanimously voted to adopt the State Tax Commissioner's Uniform Assessment Schedule for Motor Vehicle Ad Valorem taxes for Fiscal Year 2003-2004 and to declare said Assessment Schedule open for inspection and examination by interested taxpayers and available in the office of the City Clerk.

11.

**A MOTION TO AUTHORIZE THE PROMOTION
OF MR. WILLIE ROBINSON TO EQUIPMENT OPERATOR
IN THE STREET DIVISION, AS STIPULATED**

There came for consideration the matter of filling a vacant equipment operator position in the Street Division of the Public Works Department. The usual advertisement and interview process having been completed, Personnel Director John Young recommended the promotion of Mr. Willie Robinson to fill the position with a six-month probationary period at \$17,596.82

annually. After discussion, and

upon motion of Alderman Vic Zitta, duly seconded by Alderman Virgil N. Bolin, the board voted unanimously to authorize the promotion of Mr. Willie Robinson, as recommended.

12. **A MOTION TO PLACE THE REMAINING AGENDA ITEMS
ON THE AGENDA OF THE JULY 15, 2003 MEETING**

Alderman Roy A'. Perkins offered a motion to place the remaining agenda items on the agenda of the July 15, 2003 meeting. Alderman P.C. McLaurin, Jr. seconded the motion and the board voted unanimously in the affirmative.

13. **A MOTION TO ADJOURN THIS SPECIAL CALLED
MEETING UNTIL 5:30 P.M.,
TUESDAY, JULY 15, 2003**

Upon motion of Alderman Roy A'. Perkins, duly seconded by Alderman Frank M. Davis, the Board unanimously voted to adjourn the Special Called Meeting. The next scheduled Recess Meeting will be held on Tuesday, July 15, 2003 at 5:30 p.m. and will be held in the Courtroom at City Hall on Lampkin Street.

MACK RUTLEDGE, MAYOR

SIGNED AND SEALED, THIS THE

_____ **DAY OF** _____ **2003.**

VIVIAN E. COLLIER, CITY CLERK