MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
July 18, 2017

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on July 18, 2017 at 5:30 p.m. in the Municipal Court room 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 requested the following items be removed from the Consent Agenda:

> IX. E. CONSIDERATION AND REVIEW OF ITEM NO. 10 OF THE MINUTES FROM MAY 3, 2016 OF THE STARKVILLE BOARD OF ALDERMEN TO CONSIDER A CLARIFICATION, NUNC PRO TUNC, TO ACCURATELY REFLECT THE WILL AND INTENT OF THE BOARD.
>
> XI. A. 1. REQUEST APPROVAL OF THE KEESLING AIRCRAFT RENTAL AND TRAINING, LLC FLIGHT SCHOOL AGREEMENT FOR FLIGHT SCHOOL TRAINING AT GEORGE M. BRYAN FIELD, STARKVILLE, MS.

PUBLIC HEARING OF THE CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

A moratorium on the permitting of billboards was enacted by the Board of Aldermen on January 17, 2017 and expired on June 30, 2017. The first of two Public hearing was held by the Board of Aldermen on July 5, 2017 to discuss enacting a new 6 month moratorium on billboards. If approved, the moratorium will take effect on August 17, 2017 and will expire on February 15, 2018. Two ads ran in the legal ad section of the Starkville Daily news on June 23, 2017 and July 3, 2017. A sign was placed in the lobby of City Hall.

Mayor Spruill opened the Public Hearing and called for public comments. There being no comments from the public or the Board, the Mayor announced the public hearing closed.

Alderman Little then requested the following item be added to the Consent Agenda:

> VIII. A. CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

1. A MOTION TO APPROVE THE AGENDA INCLUDING CONSENT AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Vaughn, to approve the July 18, 2017 Agenda, as amended, with Consented items. The Board then voted as follows:

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

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

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

RECESS MEETING OF TUESDAY, JULY 18, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

A. CONSENT AGENDA

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JUNE 6, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING OF THE CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

A. CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

IX. MAYOR'S BUSINESS

A. PRESENTATION BY CHIEF R. FRANK NICHOLS, GARY SHAFER, AND WEATHERS CONSTRUCTIONS REPRESENTATIVES GARY WEATHERS, OWNER, AND MARK MALOY, ASSISTANT PROJECT MANAGER WHO WILL PROVIDE A STATUS OF THE STARKVILLE POLICE DEPARTMENT BUILDING.

B. APPROVAL AND AUTHORIZATION FOR THE MAYOR TO SIGN THE FIRST AMENDMENT TO THE PARKING GARAGE USE AND OPERATION AGREEMENT.

C. CONSIDERATION FOR 19 YOUTH, AND 4 COORDINATORS TO ATTEND MISSISSIPPI

MUNICIPAL LEAGUE 2017 YOUTH TRACK JULY 24 AND 25, 2017, WITH FUNDS TO BE TAKEN FROM THE MAYOR YOUTH COUNCIL BUDGET AT A COST OF APPROXIMATELY $2,500.

D. CONSIDERATION OF INVOICE NO.'S 12993 AND 12988 FROM SPRINGER ENGINEERING FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

E. CONSIDERATION AND REVIEW OF ITEM NO. 10 OF THE MINUTES FROM MAY 3, 2016 OF THE STARKVILLE BOARD OF ALDERMEN TO CONSIDER A CLARIFICATION, NUNC PRO TUNC, TO ACCURATELY REFLECT THE WILL AND INTENT OF THE BOARD.

F. DISCUSSION AND CONSIDERATION OF COTTON MILL MARKETPLACE PROJECT TIF THIRD AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT.

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF DELEGATE(S) TO ATTEND THE NATIONAL LEAGUE OF CITIES 2017 CITY SUMMIT CONFERENCE, BEGINNING NOVEMBER 15, 2017 AND ENDING NOVEMBER 18, 2017, IN CHARLOTTE, NC WITH ADVANCE PAYMENT FOR THE CONFERENCE RESERVATION, TRAVEL AND ACCOMMODATIONS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE KEESLING AIRCRAFT RENTAL AND TRAINING, LLC FLIGHT SCHOOL AGREEMENT FOR FLIGHT SCHOOL TRAINING AT GEORGE M. BRYAN FIELD, STARKVILLE MS.

B. COMMUNITY DEVELOPMENT DEPARTMENT

A. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

B. PLANNING

a. CONSIDERATION OF APPROVAL TO RE-APPOINT HAMP BEATTY TO THE HISTORIC PRESERVATION COMMISSION FOR A TERM OF 3 YEARS RUNNING JULY 18,2017, THROUGH JULY 18, 2020.

A. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

B. ENGINEERING

1. CONSIDERATION OF RECOMMENDATION FROM THE CITY ENGINEER ON A SIDEWALK PLAN UTILIZING THE REMAINING ADA FUNDS IN THE FY 16-17 BUDGET, APPROVAL OF THE PRIORITIZED SIDEWALK IMPROVEMENT PLAN AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH CONTRACTOR PROVIDING THE LOWEST QUOTE FOR EACH INDIVIDUAL PROJECT.

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 12, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF JUNE 2017 FINANCIAL STATEMENT.

3. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION DEPARTMENTS FOR THE PERIOD OF OCTOBER 1, 2017 – SEPTEMBER 30, 2018.

4. ADOPTION OF THE PROPOSED PURCHASE POLICY.

D. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

F. PARKS

1. CONSIDERATION OF THE APPROVAL TO RENEW THE LEASE AGREEMENT FOR MS. SMITH EDUCATIONAL SERVICES, INC., FOR THE UNUSED SIDE OF THE NEEDMORE CENTER FOR AN AFTER SCHOOL PROGRAM TO RUN AUGUST 1, 2017 TO JULY 31, 2018.

2. CONSIDERATION OF THE APPROVAL TO PURCHASE 11 WATER FOUNTAINS FROM BOHLMANN QUALITY PRODUCTS DENISON, IA, LOWEST QUOTE, FOR A TOTAL COST OF $9,335.00 WITH A STANDARD 1 YEAR MANUFACTURING WARRANTY.

G. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE DAWN ESTRADA AS THE PAYROLL/COLLECTOR CLERK IN THE STARKVILLE UTILITIES DEPARTMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO APPLY FOR A GRANT WITH THE BULLETPROOF

VEST PARTNERSHIP TO PURCHASE THIRTY (30) PATROL VESTS TO REPLACE EXPIRED VESTS FOR OFFICERS, WITH THE CITY OF STARKVILLE RESPONSIBLE FOR A 50% MATCH ESTIMATED TO BE $9,750.

I. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL AUGUST 1, 2017 @ 5:30 IN THE COURT ROOM AT 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.

APPENDIX A
CONSENT AGENDA

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JUNE 6, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING OF THE CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

A. CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

IX. MAYOR'S BUSINESS

B. APPROVAL AND AUTHORIZATION FOR THE MAYOR TO SIGN THE FIRST AMENDMENT TO THE PARKING GARAGE USE AND OPERATION AGREEMENT.

C. CONSIDERATION FOR 19 YOUTH, AND 4 COORDINATORS TO ATTEND MISSISSIPPI MUNICIPAL LEAGUE 2017 YOUTH TRACK JULY 24 AND 25, 2017, WITH FUNDS TO BE TAKEN FROM THE MAYOR YOUTH COUNCIL BUDGET AT A COST OF APPROXIMATELY $2,500.

D. CONSIDERATION OF INVOICE NO.'S 12993 AND 12988 FROM SPRINGER ENGINEERING FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

F. DISCUSSION AND CONSIDERATION OF COTTON MILL MARKETPLACE PROJECT TIF

THIRD AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT.

XI. DEPARTMENT BUSINESS

B. COMMUNITY DEVELOPMENT DEPARTMENT

2. PLANNING

a. CONSIDERATION OF APPROVAL TO RE-APPOINT HAMP BEATTY TO THE HISTORIC PRESERVATION COMMISSION FOR A TERM OF 3 YEARS RUNNING JULY 18,2017, THROUGH JULY 18, 2020.

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1. CONSIDERATION OF RECOMMENDATION FROM THE CITY ENGINEER ON A SIDEWALK PLAN UTILIZING THE REMAINING ADA FUNDS IN THE FY 16-17 BUDGET, APPROVAL OF THE PRIORITIZED SIDEWALK IMPROVEMENT PLAN AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH CONTRACTOR PROVIDING THE LOWEST QUOTE FOR EACH INDIVIDUAL PROJECT.

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1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 12, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.

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3. REQUEST AUTHORIZATION FOR THE CITY CLERK’S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION DEPARTMENTS FOR THE PERIOD OF OCTOBER 1, 2017 – SEPTEMBER 30, 2018.

4. ADOPTION OF THE PROPOSED PURCHASE POLICY.

H. PARKS

1. CONSIDERATION OF THE APPROVAL TO RENEW THE LEASE AGREEMENT FOR MS. SMITH EDUCATIONAL SERVICES, INC., FOR THE UNUSED SIDE OF THE NEEDMORE CENTER FOR AN AFTER SCHOOL PROGRAM TO RUN AUGUST 1, 2017 TO JULY 31, 2018.

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J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO APPLY FOR A GRANT WITH THE BULLETPROOF VEST PARTNERSHIP TO PURCHASE THIRTY (30) PATROL VESTS TO REPLACE EXPIRED VESTS FOR OFFICERS, WITH THE CITY OF STARKVILLE RESPONSIBLE FOR A 50% MATCH ESTIMATED TO BE $9,750.

Consent items 2 – 19:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 6, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the June 6, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval of a six month moratorium on billboards in the City of Starkville" is enumerated, this consent item is thereby approved. The moratorium will take effect on August 17, 2017 and will expire on February 15, 2018.

ORDINANCE NO. 2017-____

AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI AMENDING THE STARKVILLE SIGN ORDINANCE TO INCLUDE A TEMPORARY MORATORIUM ON BILLBOARDS WITHIN THE MUNICIPAL BOUNDARIES

WHEREAS, the City of Starkville is authorized by Miss. Code Ann. §§ 21-17-5, 21-19-15, 17-1-1, *et. seq.* and 21-13-1 *et. seq.*, to enact moratoriums via ordinance; and

WHEREAS, the Starkville Board of Aldermen find as follows:

(1) Starkville is undergoing unprecedented growth and commercialization.

(2) Such growth and commercialization have led, over time, to the proliferation of billboards along the City's commercial and business corridors.

(3) The Starkville Sign Ordinance currently allows billboards in M-1 and C-2 zoning districts.

(4) The number and density of the billboards allowed under that zoning have raised concerns about adverse effects on traffic, safety, aesthetics, and overall quality of life.

(5) The proliferation and clustering of billboards in prominent locations and primary transportation and entrance corridors now creates a negative impression for the City.

(6) The Mayor and Board of Aldermen have determined that a timeout is indicated to assess potential changes to the City's sign ordinance related to billboards.

(7) A temporary moratorium would provide an opportunity for the citizens of Starkville, acting through their elected officials, to evaluate and consider amendments to the City's sign ordinance pertaining to billboards.

(8) A moratorium is necessary for the immediate and temporary preservation of the public peace, health, safety, and economic welfare of the community. A 30-day waiting period for the moratorium to take effect could allow billboard owners and operators to potentially flood the City's M-1 and C-2 corridors with billboards in an effort to beat the effective date of the moratorium. Thus, this moratorium should take effect immediately upon its passage.

WHEREAS, the Board of Aldermen find that adopting a temporary moratorium on new billboards in Starkville will create a more stable environment during the moratorium period so that revisions to the sign ordinance can be formulated, considered, and adopted in an orderly and thorough manner.

NOW, THEREFORE, the City of Starkville hereby ordains that:

The Starkville Sign Ordinance is amended by the addition of the following section to Appendix A, Article IX as Section V, which shall read as follows:

Section V. - <u>Temporary Moratorium</u>.

A. The City of Starkville shall not accept, review, or approve, any applications for new billboards within the City limits.

B. The temporary moratorium shall not apply to applications currently pending before the City or that have already been approved by the City.

C. The temporary moratorium shall apply from the effective date of this Ordinance up to, and including, January 18, 2018.

D. This temporary moratorium may be amended by separate ordinance of the Board of Aldermen as to any use, subject matter, or time duration that is determined by the Board of Aldermen to be in the best interest of the health, safety, and welfare of the City.

E. This Ordinance shall take effect immediately upon its passage.

<u>PUBLICATION</u>

The Clerk is directed to cause this ordinance to be published one time in the Starkville Daily News and abide by the other requirements of Miss. Code Ann. § 21-13-11.

4. CONSIDERATION OF APPROVAL AND AUTHORIZATION FOR THE MAYOR TO SIGN THE FIRST AMENDMENT TO THE PARKING GARAGE USE AND OPERATION AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the " Approval and Authorization for the Mayor to sign the First Amendment to the Parking Garage Use and Operation Agreement" is enumerated, this consent item is thereby approved.

FIRST AMENDMENT
TO
PARKING GARAGE USE AND OPERATION AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") is entered into by and between the City of Starkville, Mississippi, a municipal corporation (the "City"), and Mississippi State University of Agriculture and Applied Sciences, a public institution under and acting for the Board of Trustees of State Institutions of Higher Leaning of the State of Mississippi ("MSU").

WHEREAS, MSU, as ground lessor, and the City, as ground lessee, are parties to that certain Ground Lease, dated December 18, 2013 (the "Ground Lease"), pursuant to which the City has leased from MSU the real property situated in Oktibbeha County, Mississippi, known as Lot 5 of Parcel 1 of The Mill at MSU Subdivision, Plat Slide 290B (the "Mill"), for the purpose of constructing a parking garage consisting of approximately 450 parking spaces (the "Parking Garage");

WHEREAS, the Parking Garage was constructed with funding from that certain Subgrant Agreement between the City and the Mississippi Development Authority – Disaster Recovery Division, effective October 26, 2010, Subgrant Number R-103-347-01-KED (the "Grant");

WHEREAS, the Grant provides that the City or its designee will operate and maintain the Parking Garage and that the Parking Garage will provide parking for the Mill, including a conference center, office space, hotel and retail space;

WHEREAS, in conjunction with the Ground Lease, the City and MSU are parties to that certain Parking Garage Use and Operation Agreement, dated December 18, 2013 (the "Use and Operation Agreement"), pursuant to which the City designated to MSU the control, operation, and maintenance of the Parking Garage and which is amended by this Amendment;

WHEREAS, Cooley Center Hotel, LLC (the "Hotel") owns and operates a hotel in the Mill development and the Hotel's affiliate Cooley Center Master Tenant, LLC, a Mississippi limited liability company (the "Operator"), leases and operates a conference center in the Mill development;

WHEREAS, MSU granted the Hotel certain use rights to the Parking Garage pursuant to that certain Parking Garage License Agreement, dated March 20, 2014, which Parking Garage License Agreement has been amended as of the date hereof consistent with this Amendment (collectively, the "License Agreement");

WHEREAS, the City and MSU desire to clarify the intent of the parties under the Use and Operation Agreement to facilitate the operation and maintenance of the Parking Garage consistent with the Grant;

NOW, THEREFORE, the City and MSU agree to amend the Use and Operation Agreement as follows:

1. Section 1 is hereby amended to incorporate the defined terms in the Recitals of this Amendment.

2. Section 2 is hereby amended to add the following: MSU is the City's designee for operation and maintenance of the Parking Garage.

3. Section 6 is hereby amended to add the following: MSU has the right to further delegate or assign management or control of the Parking Garage, and the City consents to MSU so delegating to the Hotel, and the Hotel further delegating to the Operator, the control, use, management, and operation rights described in the License Agreement. MSU agrees that such delegation to the Hotel and/or the Operator shall not relieve MSU of its obligations under the Use and Operation Agreement.

4. MSU reaffirms its reporting obligations to the City under Section 8 to facilitate the City's reporting obligations pursuant the Grant, including, without limitation, the provisions of Section II.M. (Program Income) of the Grant.

5. Except as specifically provided in this Amendment, the Use and Operation Agreement shall remain unchanged and in full force and effect. To the extent of any conflict between the Use and Operation Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the undersigned authorized representatives of the City and MSU have executed this Amendment on the date(s) below their respective signatures, to be effective as of March 20, 2014.

THE CITY:	**MSU:**
By: ___________________________	By: ______________________________
The Honorable Lynn Spruill, Mayor	Don Buffum, Director of Procurement and Contracts

5. CONSIDERATION FOR 19 YOUTH, AND 4 COORDINATORS TO ATTEND MISSISSIPPI MUNICIPAL LEAGUE 2017 YOUTH TRACK JULY 24 AND 25, 2017, WITH FUNDS TO BE TAKEN FROM THE MAYOR YOUTH COUNCIL BUDGET AT A COST OF APPROXIMATELY $2,500.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval to authorize 19 youth, and 6 coordinators to attend MML 2017 Youth Track from June 23, 2016 through June 25, 2016. Three checks for the following: hotel accommodations, food and fuel and registration fees are being requested with funds to be taken from the Mayor's Youth Council budget" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF INVOICE NO.'S 12993 AND 12988 FROM SPRINGER ENGINEERING FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval of payment of Invoice No.' 12993 and 12988 from Springer Engineering for payment under MS Code Section 25-1-47" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF COTTON MILL MARKETPLACE PROJECT TIF THIRD AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "Cotton Mill Marketplace Project TIF Third Amended and Restated Development and Reimbursement Agreement" is enumerated, this consent item is thereby approved.

COTTON MILL MARKETPLACE PROJECT TIF
THIRD AMENDED AND RESTATED
DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS THIRD AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT is made and entered into as of July 18, 2017 (this "**Agreement**"), by and between the **CITY OF STARKVILLE, MISSISSIPPI** (the "**City**"), a municipal corporation of the State of Mississippi (the "**State**") and **COTTON MILL HOTEL GROUP, LLC,** a Mississippi limited liability company (the "**Developer**").

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "**Board**") pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, and Title 57, Chapter 64, Mississippi Code of 1972, as amended from time to time (the "**Act**"), previously approved the Tax Increment Financing Redevelopment Plan (the "**Redevelopment Plan**") for the City and conducted hearings on the Redevelopment Plan and amendments thereto in accordance with the Act; and

WHEREAS, on May 20, 2008, the Board adopted a resolution giving notice of its intention to approve the Cotton Mill Marketplace Tax Increment Financing Plan as qualified for tax increment financing ("**TIF**"), to amend the Redevelopment Plan to establish and include the Cotton Mill Marketplace Tax Increment Financing District (the "**TIF District**"), and adopt the Tax Increment Financing Plan Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008 (the "**Original TIF Plan**"), to express its intent at a future time or times to issue Tax Increment Financing Bonds in one or more series in a principal amount not to exceed Eight Million Five Hundred Thousand Dollars ($8,500,000) (the "**Bonds**"), and called a public hearing on the Original TIF Plan and the issuance of the Bonds, all as provided by the Act; and

WHEREAS, the City published a Notice of Public Hearing on the Original TIF Plan, and on June 17, 2008, the Board held a public hearing on the Original TIF Plan after which the Board adopted a resolution giving final approval to the Original TIF Plan and authorizing the issuance of the Bonds for the purpose of constructing or reimbursing Cotton Mill Development, LLC for the cost of acquiring, installing, and constructing certain infrastructure improvements (the "**Cotton Mill Infrastructure Improvements**"), in addition to funding capitalized interest, paying costs of issuance and other related fees, as more particularly described in the Original TIF Plan; and

WHEREAS, on March 18, 2014, the Board adopted a resolution giving notice of its intention to amend the Original TIF Plan to provide for the delineation of developers and their respective projects and portions of the TIF District and called a public hearing on the Tax Increment Financing Plan Cotton Mill Marketplace Project, Starkville, Mississippi June 2008, As Amended and Restated, March 2014 (the "**Amended TIF Plan**"), all as provided by the Act; and

WHEREAS, the Amended TIF Plan provided for a pledge by the City of up to seventy-five percent (75%) of the increased real and personal ad valorem taxes and up to seventy-five percent (75%) of the City's increased retail sales tax diversions from the State, both as generated by the construction and development of the Cotton Mill Hotel (the "**Project**") within the "**Cotton Mill Hotel Portion**" of the TIF District, all as further described in the Amended TIF Plan; and

WHEREAS, the City published a Notice of Public Hearing on the Amended TIF Plan, and on April 1, 2014, the Board held a public hearing on the Amended TIF Plan after which the Board adopted a resolution giving final approval to the Amended TIF Plan and authorizing the issuance of the Bonds for the purpose of constructing or reimbursing Cotton Mill Hotel Group, LLC for the Cotton Mill Infrastructure Improvements in addition to funding capitalized interest, paying costs of issuance and other related fees, as more particularly described in the Amended TIF Plan.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPER HEREBY AGREES AS FOLLOWS:

1. In reference to the Amended TIF Plan, the City hereby acts to reduce the pledged amount of increased real and personal ad valorem taxes from up to seventy-five percent (75%) to up to sixty percent (60%) and to reduce the pledged amount of increased retail sales tax diversions from the State from up to seventy-five percent (75%) to zero percent (0%), both as generated by the continued construction and development of the Project within the Cotton Mill Hotel Portion of the TIF District.

2. Should the City find it reasonable and necessary at some future date, the Developer hereby agrees, in consideration of his signature below, to further amend the Amended TIF Plan pursuant to the Act.

____

D. Lynn Spruill, Mayor

____

Mark Nicholas
Cotton Mill Hotel Group, LLC

8. CONSIDERATION TO RE-APPOINT HAMP BEATTY TO THE HISTORIC PRESERVATION COMMISSION FOR A TERM OF 3 YEARS RUNNING JULY 18,2017, THROUGH JULY 18, 2020.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval to re-appoint Hamp Beatty to the Historic Preservation Commission for a term of 3-years running July 18-2017-July 18, 2020" is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF RECOMMENDATION FROM THE CITY ENGINEER ON A SIDEWALK PLAN UTILIZING THE REMAINING ADA FUNDS IN THE FY 16-17 BUDGET, APPROVAL OF THE PRIORITIZED SIDEWALK IMPROVEMENT PLAN AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH CONTRACTOR PROVIDING THE LOWEST QUOTE FOR EACH INDIVIDUAL PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the prioritized sidewalk improvement plan and authorization for the Mayor to execute a contract with contractor providing the lowest quote for each individual project" is enumerated, this consent item is thereby approved. Lampkin Street was added to the list of sidewalks.

Phase I	$ 77,223.51
Phase II	$119,792.63

17038- 2017 SIDEWALK IMPROVEMENTS PROJECT

PRIORITY	PROJECT		CONNECTION		QUANTITY		ESTIMATED COST	
#	#	Folder Name	From	To	LF	SF		
1	17037	Long Street Sidewalk Connector	Westside Drive	Splash Pad	93.0	465.0	$	4,010.63
2	17031	Crossgates Sidewalk Connector	Academy Sports	Walmart	548.0	2740.0	$	19,826.00
3	17036	Old West Point Road Sidewalk Connector	Ex. Sidewalk	Apartments	167.0	835.0	$	6,399.75
4	17033	Lincoln Green Sidewalk Connector	R.V. Way	South Entrance of College Sta.	325.0	1625.0	$	12,477.50
5	17034	Yeates Street Sidewalk Connector	Ex. Sidewalk	Ex. Sidewalk	84.5	422.5	$	4,709.68
6	17009	South Montgomery Sidewalk Connector (III)	Yellow Jacket Dr.	North to Ex. Sidewalk	340.0	1700.0	$	12,678.75
7	17003	Yellow Jacket Drive Sidewalk Connector	Yellow Jacket Dr.	East to Ex. Sidewalk	400.0	2000.0	$	14,927.00
8	17035	HWY 12 @ Shady Lane Sidewalk Connector	Ex. Sidewalk	Ex. Sidewalk	53.0	318.0	$	2,194.20
9	17009	South Montgomery Sidewalk Connector (I)	Locksley Way	The Block Apartments	300.0	1500.0	$	12,575.25
10	17009	South Montgomery Sidewalk Connector (II)	The Block Apartments	North to Ex. Sidewalk	962.0	4810.0	$	35,618.38
11	16029	Needmore Phase I	Hancock St.	South to Ex. Sidewalk	740.0	3700.0	$	27,945.00
12	15116	S. Montgomery Sidewalk Connector	Lynn Ln.	Academy Rd.	1035.0	5175.0	$	38,628.50
13	15119	Linden Circle Traffic Calming	Louisville St.	Striping on Linden	141.0	705.0	$	5,025.50

(white)	Phase I	Phase I Estimated Total =	$	77,223.51
(grey)	Phase II	Phase II Estimated Total =	$	119,792.63

10. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 12, 2017 FOR FISCAL YEAR ENDING 9/30/17.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the City of Starkville Claims Docket for all departments as of July 12, 2017 for fiscal year ending 9/30/17, acknowledging that the City Clerk has attested and certified on the record, to be placed in the Minutes of this meeting, that all claims on the docket are true, accurate, lawful, and proper for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21 to the best of her knowledge" is enumerated, this consent item is thereby approved.

General Fund	001	$ 290,301.08
Restricted Police Fund	002	473.01
Restricted Fire Fund	003	199.00
Airport Fund	015	17,516.19
Sanitation	022	165,715.82
Landfill	023	656.67
Computer Assessments	107	7,234.08
Police Dept Renovations	135	40,478.36
Park and Recreation	375	14,055.61
Sub Total Before Utilities		$ 536,629.82
Utilities Dept.	SED	$ 1,521,376.69
Total Claims	Total	$ 2,058,006.51

11. CONSIDERATION OF ACCEPTANCE OF JUNE 2017 FINANCIAL STATEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "acceptance of the June 2017 financial statement" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION DEPARTMENTS FOR THE PERIOD OF OCTOBER 1, 2017 – SEPTEMBER 30, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "authorization for the City Clerk's Office to advertise for source of supply for the Street and Sanitation Departments for the period of October 1, 2017 – September 30, 2018" is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF ADOPTION OF THE PROPOSED PURCHASE POLICY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "adoption of the Purchase Procedure Policy as presented" is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE | PURCHASING ORDER PROCEDURES POLICY

Table of Contents

RESPONSIBLE STEWARDS OF THE TAXPAYERS' DOLLAR

This policy has been prepared to inform and instruct each department, division and employee in the many methods of procurement, and the duties and responsibilities of those involved in the purchasing process for the City of Starkville. Government is a service based industry. In the conduct of our business, we are called to be responsible stewards of the taxpayer's dollar. In the simplest terms, we should all give the same attention to spending the taxpayer's dollar as we give to spending our own money.

Many of the methods identified in this policy are not new. That being said, the process involved in using them shall be uniform across all departments, creating a uniform and fundamental level of financial control is necessary to ensuring the long term financial health of any organization.

These procedures will help us better measure our spending with greater speed and accuracy so that we can proactively manage our budget, rather than react as the budget unfolds before us. Ultimately, this policy is an attempt to help monitor, track and control our expenses across the organization, so that timely and accurate information is available.

Your role in all of this is to read and understand this policy and to faithfully and efficiently follow the purchasing methods and processes identified herein. If you have any questions, I encourage you to ask your department head or the City Clerk's Office.

Changes to this manual will be announced through the issuance of Procurement Manual Revision memorandums that shall be issued by the City Clerk's Office.

Section 1 – Introduction

A. COMPLIANCE
The City of Starkville shall adhere to the State of Mississippi Procurement Manual and Mississippi Code.

This manual establishes the policies and procedures required to be followed by the City of Starkville's ("City") departments and agencies when performing procurement functions. The manual serves as a users' guide for City employees and officials when implementing authorized purchasing procedures. This 2016 edition of the Procurement Instructional Manual supersedes all previous editions and changes thereto. Strict adherence to the procurement rules, regulations and procedures, as set forth in the Manual and provided herein, shall be followed to ensure and maintain the fairness, efficiency, and integrity of our procurement process. The Manual is updated annually and the City Clerk's office will notify you of these changes.

The integrity and success of the City's procurement system depends upon the accuracy, honesty, and credibility of its elected officials, appointees, and its employees.

Copies of the Mississippi Procurement Manual and Mississippi Code may be obtained from the City Clerk's Office or downloaded from the City website at www.cityofstarkville.org.

PURCHASING METHODS

Requisition to Purchase Order (PO) –This is the method to initiate a purchase when terms and conditions are required.

Credit Card – A City liability credit card issued to an authorized City employee~~s~~ for the purpose of executing purchase authority as delegated by the City Clerk.

Every Requisition shall be approved by the Department Head of the requisitioning department, affirming that the goods and/or services related to goods are necessary and that sufficient funds exist to pay for the purchase.

B. REQUISITION TO PURCHASE ORDER (PO) PROCESS and CREDIT CARD

The PO is produced prior to the goods or services being received or performed. The PO contains the City's Terms and Conditions that govern each purchase.

Credit Card is always "checked out" from the City Clerk by a Department Head for a hotel reservation or some other purchase that has been previously Board approved or cannot be charged and paid through normal purchase procedure.

C. THE STEPS (WORKFLOW) TO REQUESTING A PO

1. The Clerk's office shall send letters to all vendors notifying them that an employee must provide a photo ID when fulfilling purchase orders. Vendors must verify the employee ID matches the name they are signing. Vendors will be notified to only accept PO forms rather than issuing a number.
2. Lead Worker, or Supervisor, determines needs for goods or services that will be procured with a PO and submits a requisition (verbal or written) for departmental approval authorized by the Department Head or Designee of Department Head.
3. Once approved, the Administrative Assistant assigns a Purchase Order to the Lead Worker or Supervisor.
4. Purchase Orders will be processed in numerical order and copies kept by the issuing department.
5. Vendor fulfills Purchase Order agreement and submits invoice(s) to authorized department.
6. Once the employee receives the procure goods, and they are visible in the department, the Foreman, Superintendent, or the Department Head shall acknowledge the good(s) received.
7. The Purchase Order, along with the invoice, is then sent to the Accounts Payable in a timely manner for payment.
8. Accounts Payable staff initiates a payment request to process payment.
9. A payment request is created against the invoice and the signed purchase order by the Department Head or designee of the Department Head.
10. When the payment request is approved, Payment is sent to the vendor. When all the conditions specified by the Purchase Order have been satisfied, the Purchase Order status is changed to closed, and the process is complete.

Section 2 – COUNSELING and DISCIPLINE

A. DISCIPLINARY ACTIONS

Disciplinary action is necessary from time to time in order for the City to operate in an effective and efficient manner. Disciplinary action may take the following recognized forms: progressive corrective action, suspension, demotion, or termination.

Disciplinary action, up to and including termination, may be taken for causes relating to procurement, including, but not limited to, the following , as outlined in the City of Starkville Policy Manual: Stealing, embezzlement, dishonesty, falsification of records or willful misrepresentation of facts.

B. PROGRESSIVE CORRECTIVE ACTIONS

When an employee's performance warrants formal disciplinary action, the supervisor shall discipline the employee using a system of progressive corrective actions. This system of progressive corrective action is used to bring unacceptable conduct, or failure to meet performance standards and expectations, to the employee's attention and seek a solution that will lead to the employee's success. While this is designed to be a progressive process, some corrective action steps may be skipped depending on the severity of the performance issue. Department Heads also have the ability to discipline employees for more serious offenses through other means of disciplinary actions covered in this policy.

Progressive Corrective Action may result from an accumulation of minor infractions, from a single infraction, or the employee's failure to meet performance standards and expectations. Corrective Actions are to be initiated by the employee's supervisor in a timely manner and as soon as reasonable and will be reviewed by the appropriate Department Head prior to filing in the employee's personnel file.

C. STEPS IN PROGRESSIVE CORRECTIVE ACTION PROCESS

First Written Reprimand - A supervisor shall meet with the employee, discuss the performance concern, and work together to find a solution. This solution will be documented in the First Written Reprimand and signed by both the supervisor and the employee. If the employee refuses to sign the document, the supervisor must make a statement to that fact on the document and initial. The employee will receive a copy if requested and the original will be filed in the employee's personnel file.

Second Written Reprimand - A new or repeated infraction will be documented on the Second Written Reprimand and signed by both the supervisor and the employee. If the employee refuses to sign the document, the supervisor must make a statement to that fact on the document and initial. The employee will receive a copy if requested and the original will be filed in the employee's personnel file.

Suspension - If unacceptable conduct continues or any other policy violations occur, an unpaid suspension of up to thirty (30) days may be issued by the supervisor.

Termination - If unacceptable conduct continues or any other policy violations occur, the final step in the Progressive Corrective Action Process is dismissal.

Supervisors will always consult with the Human Resources Director in determining the appropriate steps for corrective action. The steps, as listed, should normally be followed. However, there may be infractions or performance issues that may cause a supervisor to skip steps in this process and to pursue other disciplinary measures such as suspension, demotion or dismissal. On these occasions, the Department Head may initiate appropriate disciplinary measures, regardless of the progressive action corrective process, and the Human Resources Director will be consulted prior to taking such action.

In accessing an employee's personnel file to determine the next step in the Corrective Action Process, the supervisor shall review and determine if the employee has any documented corrective actions within the previous twelve (12) months. Any corrective action older than twelve (12) months generally will not be considered in the Progressive

Corrective Action process. However, if there is evidence of a pattern of behavior, all corrective actions may be considered in determining the appropriate step in the Corrective Action Process. The corrective action documents will not be removed from any personnel file unless the action is reversed by the Department Head, the Mayor, or the Board of Aldermen.

D. DISCIPLINARY ACTIONS – SERIOUS OR REPEAT OFFENSES

The Progressive Corrective Action process does not eliminate the need for more punitive actions if the employee fails to make needed changes in his/her work performance. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred and any previous counseling, may suggest what action may be taken.

No City employee may be demoted, suspended or dismissed for political reasons or for any other unjust or arbitrary cause, or because of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status or any other protected basis in accordance with applicable federal, state and local laws. This provision shall not be interpreted to prevent the separation of an employee because of lack of funds or curtailment of work.

The City may discipline any employee. Such disciplinary action may include demotion, suspension and / or dismissal. Unless otherwise provided in this Section, no suspension shall exceed thirty (30) calendar days. The Department Head shall consult with the Human Resources Director or designee when disciplinary actions such as demotions, suspensions or dismissals may be warranted. Any recommendation for demotion, suspension or termination of a City employee shall be reported to the Mayor and Board of Alderman.

Any employee who is demoted, suspended, or dismissed based on conduct related to procurement shall have the right to grieve that action pursuant to the City's grievance policy. A City employee who is demoted, suspended or dismissed shall be furnished with written charges within three (3) business days from such disciplinary action that specifically states the offense(s) with which such employee is charged. The statement of written charges shall be signed by the Department Head or designee, except that such charges as to the departments of fire and police must be signed by the Department Head. A copy of the written statement shall be placed in the employee's official personnel file.

Section 4 – FRAUD

The City of Starkville recognizes the importance of protecting the municipality, its taxpayers, its employees and its assets against financial risks, operational breaches and unethical activities. Therefore, the City's management personnel must clearly communicate the fraud prevention policy to both internal and external customers, vendors and employees.

The impact of such misconduct and dishonesty may include:

- The actual financial loss incurred
- Damage to the reputation of the City and its employees
- Negative publicity
- The cost of investigation
- Loss of employees
- Loss of public confidence
- Damaged relationships with the City's contractors and suppliers
- Litigation

Our goal is to establish and maintain an environment of fairness, ethics and honesty for our employees, our citizens, our suppliers and anyone else with whom we have a relationship. To maintain such an environment requires the active assistance of every employee and manager every day.

Our City is committed to the deterrence, detection and correction of misconduct and dishonesty. The discovery, reporting and documentation of such acts provides a sound foundation for the protection of innocent parties, the taking of disciplinary action against offenders up to and including dismissal, where appropriate, the referral to law enforcement agencies when warranted by the facts, and the recovery of assets.

A. ZERO TOLERANCE POLICY

The City of Starkville has adopted a zero tolerance policy regarding fraud. No employee of the City shall remove any City of Starkville assets or goods from City property, misuse any City assets for one's personal gain, or willfully misappropriate any City of Starkville asset. Any evidence supporting fraud, theft or embezzlement of City of Starkville assets and equipment may be subject to the following actions including but not limited to: suspension, termination, restitution and criminal charges. Any City of Starkville employee who is aware of fraud being committed against the City by anyone shall report such activity to the Starkville Police Department and their immediate supervisor.

B. PROHIBITED ACTS

Fraud is defined as "an intentional deception, misappropriation of resources or the manipulation of data to the advantage or disadvantage of a person or entity." Some non-exclusive examples of fraud include:

- Falsification of expenses and invoices
- Authorizing or receiving compensation for goods not received or services not performed
- Theft of cash or fixed assets
- Alteration or falsification of records
- Failure to account for monies collected
- Knowingly providing false information on job applications
- Authorizing or receiving compensation for hours not worked
- Embezzlement, bribery or conspiracy
- Forgery

C. REPORTING OF FRAUD

- Employees shall read and understand this policy and report suspected or known fraudulent acts by employees to their respective Department Head. If the employee has reason to believe that their Department Head may be involved, the employee shall notify the Human Resources Director and the Human Resources department will notify the Police Department.
- Supervisors shall a) communicate the provisions of this policy to all staff; b) take no action without consulting the Department Head; c) recommend appropriate disciplinary action when there is evidence of wrong-doing; and d) if suspension or termination is recommended, consult with the Human Resources Director
- Department Heads shall communicate any suspected or known fraudulent act to the Human Resources Director. The Human Resources department will notify the Police Department. The Police Department and Human Resources Director will notify the Mayor of each reported incident and keep the Board of Aldermen abreast of the investigation.
- All participants in the fraud investigation shall keep the details and results of the investigation confidential.
- Any employee reporting an act of fraud; or assisting, testifying or participating in a fraud investigation, acting in accordance with the requirement of this policy, shall not be subject to any adverse employment action unless it is determined the employee is culpable for such action and/or made an allegation knowing it was false. Examples of adverse employment action include, but are not limited to, discipline, suspension, threatening to discipline or suspend, coercion, acts of intimidation and firing.

D. FALSE ALLEGATIONS

False allegations of suspected fraud with the intent to disrupt or cause harm to another may be subject to disciplinary action up to and including termination of employment.

E. CORRECTIVE ACTION

Final determination regarding action against an employee, vendor, recipient or other person found to have committed fraud or corruption will be made by the Mayor and Board of Aldermen.

Offenders at all levels of the City will be treated equally regardless of their position or years of service with the City. Determinations will be made based on a finding of facts in each case, actual or potential damage to the City, cooperation by the offender and legal requirements.

Depending on the seriousness of the offense and the facts of each individual case, action against an employee can range from written reprimand and a probationary period to legal action-either civil or criminal. In all cases involving monetary losses to the City, the City will pursue recovery of losses.

14. CONSIDERATION OF THE APPROVAL TO RENEW THE LEASE AGREEMENT FOR MS. SMITH EDUCATIONAL SERVICES, INC., FOR THE UNUSED SIDE OF THE NEEDMORE CENTER FOR AN AFTER SCHOOL PROGRAM TO RUN AUGUST 1, 2017 TO JULY 31, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval to renew lease agreement for Ms. Smith Educational Services, Inc., to lease the unused side of the Needmore Center for an after school program to run August 1, 2017- July 31, 2018" is enumerated, this consent item is thereby approved.

FIRST RENEWAL LEASE AGREEMENT

THIS AGREEMENT is entered into on this the ______ day of **________________, 2017**. This agreement is between the City of Starkville, Mississippi, hereinafter referred to as "LANDLORD" and Ms. Smith's Educational Services, Inc., hereinafter referred to as "TENANT".
For and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follow:
1. *PREMISES* – The LANDLORD leases to TENANT for use as a business location the following described space: the currently unused left side, also known as the arts and crafts side, of the Needmore Center, located at 610 E. Gillespie Street, Starkville, MS 39759.

2. *TERM* - The term of this lease shall be as follows:
Lease commences on: August 1, 2017.
Lease term ends on: July 31, 2018.

For two years after the expiration of the initial term, TENANT shall have the right to renew this lease for successive one year periods. Tenant may exercise this right by informing LANDLORD in writing no later than thirty days prior to the end of the then existing lease term.
Should TENANT choose to renew for 12 months the LANDLORD agrees that the rental rate will be increased by no more than 10% of the current rental rate.

3. *RENT* – The rental amount for this space shall be $500.00/month due and payable on the first day of each month throughout the lease term.

4. *PAYMENT* - The rent shall be paid at the City Clerk's Office at Starkville City Hall, located at 110 West Main St., Starkville, Mississippi or such other place as the LANDLORD may from time to time in writing instruct.

5. *SECURITY* – The security deposit will be $500.00 for this unit.

6. *LATE FEE* – The rent shall be considered late if not received by the 5th of the month. If such rent is not received by the date due, a late fee will be applied beginning the 6th day of the month in the amount of 10% of the rent due for the month.

7. *IMPROVEMENTS* – The TENANT may make structural changes to the interior of the rented space, only after securing the written approval of the LANDLORD. The structural changes proposed must be submitted in writing outlining the details of the changes to be made. TENANT acknowledges that the LANDLORD may require the TENANT to restore the space to its original condition at the time the TENANT leaves the premises.

8. *SIGNAGE* –Any sign must be approved by the LANDLORD and conform with the City's sign ordinance. No sign or notice may be used, posted or erected by the TENANT without the written approval of the LANDLORD. In the event of damage or deterioration of the signage, the TENANT has 90 days to repair or replace signage to reasonable condition in conformance with the upkeep responsibility of the premises.

9. *COMMON AREA* - The LANDLORD is responsible for the maintaining the landscaping, but proper clean-up of the building and grounds is the shared responsibility of the TENANT. If after notification of the delinquency, the LANDLORD is required to assume the cleanup of the area due to the TENANT'S negligence, the LANDLORD will assess a cleanup fee of twenty-five dollars per incident. The back of the TENANT'S leased space is also considered a common area and must be kept by the TENANT reasonably clean and free of debris.

10. *REPAIRS* – The LANDLORD will be responsible for major repairs to the leased structure. The TENANT will be responsible for all regular maintenance and repairs, including the replacement of the air conditioning filters, wall switches, the repair of blocked or stopped up plumbing, repairs of light fixtures, repairs of signage for the TENANT's unit etc. The LANDLORD shall replace defective and worn motors, compressors and other major components of the air conditioning system. The TENANT will pay for all normal maintenance and servicing of the air conditioning and heating systems for the leased space. Such regular maintenance shall be done so as not to compromise the functioning of the system and damage the unit(s).

11. *SUBLET* – During the primary or renewal term of this lease, the TENANT may not sublease or assign the space to another party unless approved in writing by the LANDLORD. If the TENANT does so, then the TENANT remains liable for all rents and other obligations under this lease agreement.

12. *PARTIES* – The parties to this agreement are solely in a contractual relationship and this agreement IN no way constitutes or creates a partnership, limited liability company or joint venture.

13. *INSURANCE* – The LANDLORD will, during the lease term, keep the leased premises insured. However, in addition, the TENANT shall maintain liability insurance with a minimum policy limit of One Million Dollars ($1,000,000.00) with respect to the leased space which is the subject of this contract. The TENANT shall provide copies of premises and liability insurance to the LANDLORD. Such insurance shall be provided directly from the Insurer. The TENANT may not occupy the premises until proof of insurance has been presented to the LANDLORD and approved in writing by the LANDLORD.

14. *FIXTURES* – If the TENANT pays the rent and performs all other obligations under this lease agreement, the TENANT shall have the right to remove from the leased premises all machinery, fixtures and equipment installed by the TENANT at the expiration of the primary or extended lease term, provided the TENANT will repair any damage to the space and leased premises caused by such removal.

15. *CONDITION* – The TENANT agrees to keep the leased premises in good condition. The TENANT shall sweep the sidewalk and keep the windows and sills clean and in an attractive condition.

16. *RE-ENTRY* – If the TENANT abandons the leased space before the end of the primary lease term, or renewal lease term, or if the TENANT becomes in arrears in paying her rent, or if the TENANT fails to abide by any provision in this lease agreement, then the LANDLORD may forthwith cancel this lease, re-enter the leased premises, and claim the full amount of the lease immediately due and payable by TENANT.

17. *LEGAL* – If the LANDLORD is required to employ an attorney to collect past due rent or enforce any term of this agreement, the TENANT agrees to pay the LANDLORD'S reasonable attorney's fees of not less than $1000.00 together with all cost of collection.

18. *DAMAGE* – It is expressly agreed and understood that the LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any other person where such damage or injury is caused by the carelessness, negligence, or improper conduct of the TENANT, TENANT'S agents, TENANT'S employees and/or TENANT'S customers or users. It is further agreed that if the LANDLORD is required to make repairs to the premises by reason of TENANT'S acts, omissions or negligence or if TENANT refuses or neglects to repair as required, LANDLORD may make such repairs without liability to TENANT for any loss or

damage to TENANT'S merchandise, fixtures or other property or to TENANT'S business by reason thereof. Upon completion, TENANT shall reimburse LANDLORD'S costs for making such repairs plus 20% of such costs for overhead and supervision as additional rent.

19. *NUISANCE* – It is expressly agreed and understood that the TENANT will at all times conduct his/her business in such a manner as not to create a nuisance or an annoyance to the other tenants in the building and parking area of the leased premises.

20. *COMPETITION* – LANDLORD covenants that at no time during the period of this lease, or the extended lease period, if exercised, will any space in the Needmore Center be rented that would act in competition to the TENANT without TENANT'S agreement and consent.

21. *BANKRUPTCY* – In the event that the TENANT business files for bankruptcy protection, the rent obligation accelerates and the authorized agents of the TENANT agree to be held personally liable for the remainder of the rent due to the LANDLORD.

22. *INDEMNIFICATION* - TENANT shall defend, indemnify, and hold harmless LANDLORD from any and all claims, suits, judgments, damages, attorney fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to TENANT's occupancy or use of the leased premises.

23. *SUPPLEMENTAL TERMS* - This First Renewal Lease Agreement adopts and incorporates, as if fully set forth herein, the terms and conditions contained in the first eight bullet points in the letter dated September 21, 2016, attached to the original lease agreement in the Minutes of the City of Starkville. To the extent any of those terms conflict with the terms in this First Renewal Lease Agreement, this First Renewal Lease Agreement shall control.

IN WITNESS WHEREOF the parties have executed this agreement on the ______ day of __________, 2017

____
Niya Smith
Director, Ms. Smith's Educational Services

____
Mayor Lynn Spruill
Starkville, MS

15. CONSIDERATION OF THE APPROVAL TO PURCHASE 11 WATER FOUNTAINS FROM BOHLMANN QUALITY PRODUCTS OF DENISON, IA, LOWEST QUOTE, FOR A TOTAL COST OF $9,335.00 WITH A STANDARD 1 YEAR MANUFACTURING WARRANTY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval to purchase 11 water fountains from Bohlmann Quality Products of Denison, IA for a total cost of $9335.00 with funding to come from 2% account 375-551-907-942" is enumerated, this consent item is thereby approved.

The following were the proposed sites of the fountains: 7 DF Dual water fountains: 2 @ the Adult Softball Field – 2 @ Youth Softball Field – 1 @ Soccer- 1 @ McKee Park and 1 @ J.L. King Park and 4 DF 38 fountains: 1 @ the Adult Softball Field – 1 @ Youth Softball Field – 1 @ Soccer & 1 @ McKee Park.

Two quotes received: Bohlmann Quality Products - $ 9,335.00
Southern Pipe - $21,184.00

16. CONSIDERATION OF AUTHORIZATION TO HIRE DAWN ESTRADA AS THE PAYROLL/COLLECTOR CLERK IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval to hire Dawn Estrada as the Payroll/Collector Clerk, in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval to advertise to fill (3) vacant Firefighter positions, in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "authorization to advertise to fill the vacant position of a Maintenance Worker, in the Sanitation/Environmental Services Department" is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF AUTHORIZATION TO APPLY FOR A GRANT WITH THE BULLETPROOF VEST PARTNERSHIP TO PURCHASE THIRTY (30) PATROL VESTS TO REPLACE EXPIRED VESTS FOR OFFICERS, WITH THE CITY OF STARKVILLE RESPONSIBLE FOR A 50% MATCH ESTIMATED TO BE $9,750.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "authorization to apply for a grant with the Bulletproof Vest Partnership to purchase thirty (30) patrol vests to replace expired vests and provide new officers with new patrol vests with the City to pledge a 50% match grant estimated to be $9,750" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill thanked everyone for attending and noted this to be the first live stream of a City of Starkville Board Meeting on Facebook.

BOARD OF ALDERMEN COMMENTS:

Alderman Miller noted the use of social media can bring a positive image to the City and the use of technology will help to engage more citizens in the City and provide more accurate information to the public. He recognized the Under 17 Elite Girls Basketball team which recently won a National Title and is coached by John Outlaw. He thanked the group for representing the Starkville area.

Alderman Carver missed the July 14 work session due to a funeral and asked for comments of its productivity and future timing. He also thanked the Park and Recreation Director and staff for the July 4th events.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, would like to see less bullying in schools. Mr. Turner stated the construction of Hwy 12 is dangerous and hopes it is completed soon.

Chris Taylor noted that the City Facebook site is Starkville City Hall and asked that all City links be placed on the City website.

PUBLIC APPEARANCES: None

PUBLIC HEARING: Held earlier in meeting.

20. PRESENTATION BY CHIEF R. FRANK NICHOLS, GARY SHAFER, AND WEATHERS CONSTRUCTION REPRESENTATIVES GARY WEATHERS, OWNER, AND MARK MALLOY, ASSISTANT PROJECT MANAGER WHO WILL PROVIDE A STATUS OF THE STARKVILLE POLICE DEPARTMENT BUILDING.

Chief Nichols and Corporal Lovelady presented current photos of the Police Department. Architect Gary Shafer discussed the history of the renovation and the current situation. Sally Zahner of Shafer, Zahner and Zahner discussed a plan of action from the architect/owner to general contractor for existing water seepage into the basement. Weathers Construction has observed the area during a rain event and a camera has revealed clay drain pipes which have collapsed in prior years. They recommended a sump pump be installed. City Engineer Edward Kemp discussed drainage around the building and ways to pull water away from the building such as cleaning the concrete swale/ditch located in the alley north of the building, regrade and pave the area under the generator/cooling unit as well as possibly install gutters on the north section of the building. Alderman Perkins asked questions of Gary Weathers, President of Weathers Construction, who agreed to install a sump pump at no cost to the City and warranty labor and materials for 12 months.

Following further discussion, Alderman Perkins offered a motion to approve Change Order No. 006 of the Rebid Renovations to the Starkville Police Department for the purpose of fully eradicating water in the Building's basement, at no additional cost to the City, and extending the terms of the contract sixty (60) calendar days, both consistent with the plans, specifications, and details provided in Change Order No. 006, which follows as Exhibit "A", and that the Contractor will warranty the work, labor and materials for twelve (12) months and enter into a separate warranty agreement related to this Change Order No. 006. Alderman Miller seconded the motion and the Board voted as follows:

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

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

This Warranty Agreement is made and entered into by Weathers Construction, Inc. ("Weathers") and the City of Starkville, Mississippi ("Starkville") on July 18, 2017, in connection with Change Order No. 006 to

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covenants stated herein, the parties state the following:

1. On July 18, 2017, Starkville, through its Mayor and Board of Aldermen ("the Board"), approved Change Order No. 006.

2. Change Order No. 006 was executed by architect Gary Shafer of Shafer & Associates PLLC, Stephen G. Weathers, President of Weathers, and Starkville Mayor D. Lynn Spruill.

3. Change Order No. 006 added sixty (60) days to the Contract Term for the Project to set a new Substantial Completion date August 11, 2017.

4. Change Order No. 006 also directed Weathers to install a Sump Pump in the basement of the Project at no cost to the City.

5. In connection with installing the Sump Pump, Weathers agreed, on the record during the public meeting of the Board on July 18, 2017, to warrant the performance of the Sump Pump, and the work, labor, parts, materials, and operation associated with it, for a period of 12 months from the date of Substantial Completion of the Project ("the Warranty").

6. The City accepted Change Order No. 006 expressly conditioned upon Weathers providing the Warranty related to the Sump Pump.

7. The Warranty is consistent with, and shall run concurrently with, the general warranties provided by Weathers in other portions of the Contract Documents.

WHEREFORE, the parties specifically agree as follows:

A. Weathers shall warrant the performance, work, labor, parts, materials, and operation of the Sump Pump for 12 months from the date of Substantial Completion of the Project, as such date is defined under the Contract Documents.

B. This Warranty shall run concurrently with, is consistent with, and shall be included with all other applicable warranties contained in the Contract Documents, including, but not limited to Sections 3.5, and 13.7 of AIA Document A201-2007 General Conditions of the Contract Construction Project

Stephen G Weathers

WEATHERS CONSTRUCTION, INC.
By: Stephen G. Weathers, President

Roy A. Perkins

CITY OF ARKVILLE,
Roy

21. CONSIDERATION OF DELEGATE(S) TO ATTEND THE NATIONAL LEAGUE OF CITIES 2017 CITY SUMMIT CONFERENCE, BEGINNING NOVEMBER 15, 2017 AND ENDING NOVEMBER 18, 2017, IN CHARLOTTE, NC WITH ADVANCE PAYMENT FOR THE CONFERENCE RESERVATION, TRAVEL AND ACCOMMODATIONS.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion to approve the attendance of any member of the Mayor and Board of Aldermen to the National League of Cities 2017 City Summit Conference, beginning November 15, 2017 and ending November 18, 2017, in Charlotte, NC with advance payment for the conference reservation, travel and accommodations. Alderman Sistrunk asked that in all future conference attendances information be presented to the public as to what was learned that benefits Starkville. Alderman Carver noted past conferences and the networking with other officials.

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

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

22. MOTION TO ADJOURN UNTIL AUGUST 1, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until August 1, 2017 @ 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 and the meeting recessed.

SIGNED AND SEALED THIS THE _______ DAY OF _____________________ 2017.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)