MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 19, 2017

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on September 19, 2017 at 5:30 p.m. in the Courtroom of City Hall 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 Lesa Hardin and 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 with Consented Items.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Walker requested the following changes to the published September 19, 2017 Official Agenda:

Add Agenda Item XI. E. 3. To Consent: Discussion and consideration of adopting the job description for a Processing Clerk, and authorization to advertise to fill the position of a Processing Clerk, in the Community Development Department.

Alderman Little requested the following changes to the published September 19, 2017 Official Agenda:

Move Agenda Items X. A and X. B. (both Board business items) to Roman Numeral VII and renumber the Agenda.

There being no objections to these changes, the Mayor asked for further revisions to the published September 19, 2017 Official Agenda. There being no further revisions, the Mayor called for a motion to adopt the Agenda with Consented Items as Amended.

1. A MOTION TO APPROVE THE SEPTEMBER 19, 2017 AGENDA AS AMENDED WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the September 19, 2017 Consent Agenda items as read by the Mayor. The Board voted as follows:

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

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

OFFICIAL AGENDA OF

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

RECESS MEETING OF TUESDAY, SEPTEMBER 19, 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 WITH CONSENTED ITEMS

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. BOARD BUSINESS

A. RESOLUTION ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2017, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS ($7,000,000).

B. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE APPROVING AND AUTHORIZING THE EXECUTION OF THE FOLLOWING AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF A NEW INDUSTRIAL PARK PROJECT: (1) AMENDED AND RESTATED REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT; (2) NATURAL GAS PIPELINE PROJECT MEMORANDUM OF UNDERSTANDING; (3) ELECTRICAL POWER SUBSTATION PROJECT MEMORANDUM OF UNDERSTANDING; (4) MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION; (5) PROFESSIONAL SERVICES AGREEMENT WITH HEADWATERS, INC.; AND (6) LETTER AGREEMENT FOR ENGINEERING SERVICES WITH NEEL-SCHAFFER, INC.

VIII. PUBLIC APPEARANCES

A. MS DOROTHY ISAAC – EDUCATION AND COMMUNITY INVOLVEMENT

IX. PUBLIC HEARING

A. SECOND PUBLIC HEARING ON THE AMENDMENT OF THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI.

B. FIRST PUBLIC HEARING ON THE REPEAL OF THE ADMINISTRATIVE ADJUDICATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

C. FIRST PUBLIC HEARING ON AMENDING THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

X. MAYOR'S BUSINESS

A. CONSIDERATION OF THE APPOINTMENT OF A SCHOOL BOARD MEMBER TO FILL THE POSITION HELD BY ANNE STRICKLIN WITH THE TERM ENDING MARCH 2019.

B. CONSIDERATION OF AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI REFERENCING DISTANCE, HOURS OF SALE AND PERCENTAGE OF CONTENT.

C. CONSIDERATION OF APPROVING A CONTRACT RENEWAL WITH CORNERSTONE GOVERNMENT AFFAIRS FOR THE PERIOD OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. DISCUSSION AND CONSIDERATION OF LW 17-03 A REQUEST FOR LANDSCAPE WAIVER FROM SEVERAL SECTIONS OF THE ORDINANCE FOR A PROPERTY LOCATED ON SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL NUMBER 102N-00-005.01 WITH ONE CONDITION.

b. DISCUSSION AND CONSIDERATION OF PP 17-08 AND FP 17-06 REQUEST FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR MODIFYING AN THE EXISTING PLAT THAT IS +/-11.41 ACRE PARCEL LOCATED AT 100 MERCANTILE LANE IN A T-6 DISTRICT WITH THE PARCEL NUMBER 101D-00-342.00 WITH THREE CONDITIONS.

A. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

B. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF

SEPTEMBER 13, 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 THE AUGUST 2017 FINANCIAL STATEMENT.

D. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. HUMAN RESOURCE DEPARTMENT

1. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER GREGORY, AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

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

3. DISCUSSION AND CONSIDERATION OF ADOPTING THE JOB DESCRIPTION FOR A PROCESSING CLERK, AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITION OF A PROCESSING CLERK, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

F. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

G. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

H. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO THE GRANT AGREEMENT FOR A 75% REIMBURSABLE FY18 JUSTICE ASSISTANCE GRANT FOR FUNDING OF EQUIPMENT AT A COST OF $3,596.25 TO THE CITY.

I. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 16 6-CUBIC YARD AND 16 8-CUBIC YARD DUMPSTERS FROM WASTEQUIP SOURCE OF SUPPLY QUOTE AT A TOTAL OF $27,606.00 TO INCLUDE PAW PRINT ON PAINTED MAROON.

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO AN AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES DIVISION OF COMMUNITY SERVICE TO CONTINUE PARTICIPATION IN THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP.)

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 3, 2017 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 12:

2. CONSIDERATION OF APPROVING A CONTRACT RENEWAL WITH CORNERSTONE GOVERNMENT AFFAIRS FOR THE PERIOD OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval of a contract renewal with Cornerstone Government Affairs for the period of October 1, 2017 through September 30, 2018" is enumerated, this consent item is thereby approved.

Service Agreement

THIS SERVICE AGREEMENT, dated October 1, 2017 (hereinafter "***Agreement***") is entered into by and between CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereinafter "***CORNERSTONE***"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 300 Independence Avenue, SE, Washington, D.C. 20003, and STARKVILLE, MISSISSIPPI (hereinafter "***STARKVILLE***"), with its principal place of business at 110 West Main Street, Starkville, MS 39759 (hereinafter referred to collectively as the "Parties").

WHEREAS, CORNERSTONE is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter "***GR Services***"); and

WHEREAS, STARKVILLE and CORNERSTONE desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which CORNERSTONE will provide GR Services to STARKVILLE:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date first written above and continue through September 30, 2018. The parties may mutually agree in writing to extend the Term.

2. Termination. This Agreement may be terminated by either party with or without cause at any time during the Term after thirty (30) days written notice to the other party. STARKVILLE shall pay CORNERSTONE all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by CORNERSTONE in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by STARKVILLE.

3. Services by CORNERSTONE. During the term, CORNERSTONE shall provide GR Services to STARKVILLE. The precise scope and extent of the GR Services may be amended by mutual agreement of the parties but generally focus on:

- Monitor legislation and policy actions and advocate on STARKVILLE'S behalf on these actions impacting current and potential business;
- Prepare draft bills and amendments that accomplish STARKVILLE's most critical statutory objectives;
- Identify and facilitate State of Mississippi business development and marketing opportunities;
- Assist STARKVILLE with intelligence about possible contracting opportunities with Mississippi State Government Agencies and industries within the private sector; and
- Facilitate meetings and events to provide STARKVILLE access to legislators, the executive branch, and/or state agencies to ensure STARKVILLE'S perspective on pertinent issues is emphasized;
- Assist STARKVILLE with intelligence about possible contracting opportunities with Federal Government Agencies,
- Identify and facilitate federal business development and marketing opportunities; and
- Establish new and broaden existing relationships with key individuals in the Presidential Administration as well as with key members of Congress.

In performing the GR Services, CORNERSTONE will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Legislature, the Administration, independent agencies, and third parties regarding the relevant issues. CORNERSTONE will also provide other general informational bulletins or updates that STARKVILLE reasonably requests.

4. Relationship of the Parties. The parties acknowledge and agree that each is an independent business entity and, as such, neither party may represent itself as an employee, agent, or representative of the other. Neither party may incur any obligations on behalf of the other party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties.

5. Fee. Payment for the GR Services shall be made electronically via ACH by STARKVILLE to CORNERSTONE in twelve (12) advance monthly payments of three thousand three hundred thirty three dollars and thirty three cents ($3,333.33) plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by STARKVILLE (the "***Fee***"). STARKVILLE will make the first payment of the Fee within thirty (30) business days of the date this Agreement is executed by both STARKVILLE and CORNERSTONE. The Parties agree to discuss in good faith any adjustment in the Fee that either party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

6. Confidentiality. CORNERSTONE agrees with respect to any written information marked "confidential" or "proprietary" by STARKVILLE or information disclosed orally and identified orally as "confidential" or "proprietary" by STARKVILLE at the time of disclosure and reduced to writing (hereinafter "***Confidential Information***"), that CORNERSTONE will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of STARKVILLE. Provided, however, that Confidential Information may be provided by CORNERSTONE to those of its employees who need such information to enable CORNERSTONE to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by CORNERSTONE from a third party under no obligation of confidentiality to STARKVILLE; or (iii) is disclosed by STARKVILLE to a third party without restriction.

In the event that such disclosure is required by applicable law, regulation or court order, CORNERSTONE agrees, if reasonably practicable, to refrain from such disclosure until such time as STARKVILLE has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and STARKVILLE has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

7. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by STARKVILLE or related entities or all factual matters included in materials prepared or used by CORNERSTONE and approved by STARKVILLE or related entities.

8. Compliance with Law. CORNERSTONE shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

9. No Assignment. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

10. Governing Law & Venue. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule. Any legal action relating to this contract shall be brought in Oktibbeha County Circuit Court or the United States District Court for the Northern District of Mississippi - Aberdeen Division.

11. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the parties.

12. Amendment. This Agreement may be changed only by written agreement signed by each party.

13. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

Cornerstone Government Affairs 300 Independence Ave, SE Washington, DC 20003	The City of Starkville 110 West Main Street Starkville, MS 39759

The parties hereto may change their address as set forth in this section by providing the other party with written notice thereof.

IN WITNESS WHEREOF, the authorized representatives of STARKVILLE and CORNERSTONE do hereby execute this Agreement as of the date first above written.

CORNERSTONE GOVERNMENT AFFAIRS, INC.	THE CITY OF STARKVILLE, MS
______________________________	______________________________
Name:	Name:
Title:	Title:

3. CONSIDERATION OF LW 17-03 A REQUEST FOR LANDSCAPE WAIVER FROM SEVERAL SECTIONS OF THE ORDINANCE FOR A PROPERTY LOCATED ON SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL NUMBER 102N-00-005.01 WITH ONE CONDITION.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the

September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval of LW 17-03 a request for Landscape Waiver from several sections of the ordinance for a property located on Spruill Industrial Park Road in an M-1 zone with the parcel number 102N-00-005.01 with one condition that three canopy trees shall be planted along the west side evenly spaced" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF PP 17-08 AND FP 17-06 REQUEST FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR MODIFYING AN EXISTING PLAT THAT IS +/-11.41 ACRE PARCEL LOCATED AT 100 MERCANTILE LANE IN A T-6 DISTRICT WITH THE PARCEL NUMBER 101D-00-342.00 WITH THREE CONDITIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval of PP 17-08 and FP 17-06 Request for Preliminary Plat and Final Plat approval for modifying an the existing plat that is +/-11.41 acre parcel located at 100 Mercantile Lane in a T-6 district with the parcel number 101D-00-342.00 with conditions" is enumerated, this consent item is thereby approved.

Recommended Conditions by the Planning and Zoning Commission:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

5. CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 13, 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.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval of of the City of Starkville Claims Docket for all departments as of September 13, 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	$ 530,922.05
Restricted Police Fund	002	4,834.90
Restricted Fire Fund	003	1,555.67
Airport Fund	015	24,051.56
Restricted Airport	016	23,735.75
Sanitation	022	107,830.42
Landfill	023	24,207.38
Computer Assessments	107	175.00
Police Dept Renovations	135	0

Park and Recreation	375	38,052.61
Trust & Agency	610	0
Economic Dev, Tourism & Conv	630	0
Sub Total Before Utilities		$ 756,365.34
Utilities Dept.	SED	1,079,619.97
Total Claims	Total	$ 1,835,985.31

6. CONSIDERATION OF THE ACCEPTANCE OF THE AUGUST 2017 FINANCIAL STATEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "acceptance of the August 2017 Financial Statement" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF AUTHORIZATION TO HIRE CHRISTOPHER GREGORY AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "authorization to hire Christopher Gregory as a Certified Police Officer at salary grade 9 in the Starkville Police Department" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL TWO (2) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval to advertise to fill two (2) firefighter positions in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF ADOPTING THE JOB DESCRIPTION FOR A PROCESSING CLERK, AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITION OF A PROCESSING CLERK, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval of adopting the job description for a Processing Clerk and authorization to advertise to fill the position of a Processing Clerk, in the Community Development Department" is enumerated, this consent item is thereby approved.

Job Title: Community Development Processing Clerk **FLSA:** Non Exempt / Grade 12

Direct Report: Director **Department:** Community Development

POSITION SUMMARY:

The Community Development Processing Clerk is responsible for processing applications, maintain files, payments, customer service, and other essential duties associated with the Planning, Development Services, and Code Enforcement sections of the Community Development Department.

Work also involves responsibility for insuring that all building permits and vendors under municipal authority operate with correct and valid licenses. Work may be performed in the field and/or the office. Work is performed according to city ordinances and related state laws and is reviewed by a supervisor for compliance with ordinances and laws. Incumbents are required to conduct their work with a minimum of direct supervision.

DUTIES AND RESPONSIBILITIES:

- Provide excellent customer service to persons doing business with Community Development.
- Review and accept permit applications and payments. Distribute applications to the appropriate persons for review.
- Provide research and administrative support to Community Development Department.
- Respond to inquiries concerning Building Code rules and regulations from the public, contractors and property owners.
- Provide information and recommendations to developers, engineers, contractors and the general public of proper procedures to achieve licensing and permitting laws and regulations.
- Explain licensing and permitting laws and discuss remedies and alternatives to encourage compliance with regulations.
- Respond to routine complaints; provides contractors with billing information.
- Schedule inspection appointments for building inspections, and complete all necessary monthly and annual reports for the Building Department, as well as any correspondence required for contractors, property owners and other persons of interest.
- Issue contractors' licenses and/or building permits; collects, processes and records fees for permits, contractors' licenses, issues receipts; counts and balances daily monies received; and prepares bank deposits.
- Gather evidence and performs investigations regarding violations if litigation is required. Issues citations if violations are not corrected.
- Track, types, processes, reviews for accuracy or completeness, and maintains data related to licenses, insurance, state certificates, permits, payments, code compliance, and other records in accordance with established policies and procedures; assists employees and the public in the completion of forms; makes necessary corrections and adjustments.
- Operate a computer and applicable software, printer, scanner, multi-line phone system, calculator, and standard office equipment while performing essential functions.
- Locate, retrieves copies and distributes permits and plans and other files, records, reports and written materials.
- Require regular and prompt attendance plus the ability to work well with others and work well as a team.
- Assist other office personnel as needed and all other duties assigned including any other duties assigned by the Mayor or Community Development Director.

QUALIFICATIONS:

Knowledge of:

- Knowledge of laws and regulations governing license and building permits in the City.
- Knowledge of established policies, methods, and procedures in licensing and collection of license fees.

Ability to:

- Ability to handle financial transactions, calculate and maintain accurate records, and compile and prepare reports.
- Ability to disseminate information in a timely and accurate manner.
- Ability to use permit management software.
- Ability to communicate effectively, both in speaking and writing.
- Ability to enforce city ordinances in a fair and impartial manner.
- Ability to conduct thorough and accurate investigations.
- Ability to accurately interpret and apply the provisions of pertinent laws, ordinances, and policies.

- Ability to provide excellent customer service.
- May require the ability to read plans, descriptions, maps, and plats.
- Ability to be bonded.

EDUCATION AND EXPERIENCE GUIDELINES:

Education and/or Experience:
- Must possess a high school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency and some experience performing clerical work and data entry in a building construction related field; or any equivalent combination of education, training, and experience that demonstrates the above listed knowledge, skills, and abilities.
- Must possess a valid MS driver's license and acceptable MVR.

Preferred:
Associate's degree in business administration with two years of administrative experience, or any equivalent combination of training and experience.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Working Environment:
Work is performed in an office or field setting. Work in the field exposes the employee to all weather conditions and requires the operation of a motor vehicle in a variety of traffic conditions.

Physical Demands:
Office work is essentially sedentary with occasional walking, bending, lifting or minimal physical activities. Field work requires frequent physical effort such as standing and walking. Computer work requires manual dexterity.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

A drug screen is required for this position.

10. CONSIDERATION OF AUTHORIZATION TO ENTER INTO THE GRANT AGREEMENT FOR A 75% REIMBURSABLE FY18 JUSTICE ASSISTANCE GRANT FOR FUNDING OF EQUIPMENT AT A COST OF $3,596.25 TO THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval to enter into a grant with the Justice Assistance Grant for FY18 Funding in the area of equipment for one (1) DVM 800 in car camera system with the compatible body worn camera. This grant is a 75% / 25% match grant up to $5,000" is enumerated, this consent item is thereby approved.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

September 1, 2017

Mayor ~~Parker Wiseman~~ Lynn Spruill
City of Starkville
101 E. Lampkin St.
Starkville, MS 39759

Subject: Project Number: 16LB2311
Effective Date: 10/01/17

Dear Mayor Wiseman:

We are pleased to inform you that the Division of Public Safety Planning has approved your sub-grant application for the **Local Law Enforcement Grant** in the amount of **$3,596.25.** Enclosed are the following contractual items. Please read these documents to determine your requirements under the sub-grant.

1. Sub-grant Signature Sheet *(1 copy)*
2. Budget Summary *(initial)*
3. Cost Summary Support Sheet(s) *(initial)*
4. OJP Statement of Special Conditions *(initial)*
5. OJP Sub-grant Standard Assurances; *(Attachment A)*
6. Certification of Equal Employment Opportunity *(Attachment B)*
7. Federal Civil Rights Compliance Checklist *(Attachment C-1)*
8. Civil Rights Training Certification Form *(Attachment C-2)*
9. Certification Regarding Debarment *(Attachment F)*
10. Certification Regarding Lobbying *(Attachment G)*
11. Match Certification *(Attachment H)*
12. Discrimination Complaint Policies and Procedures *(Attachment E)*

We particularly want to bring to your attention to the requirement that **items 1-11 should be signed or initialed in blue ink and returned to this office no later than October 4, 2017**. Please retain a copy for your files. If there are questions concerning this award, please contact Melinda Padfield at (601) 977-3757.

Sincerely,

Emberly K. Holmes

Emberly Holmes
Office Director

Enclosures

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number: City of Starkville Police Department 101 E. Lampkin Street Starkville, MS 39759 662-323-4131 t.wells@cityofstarkville.org	2. Effective Date: 10/01/17 3. Sub-grant Number: 16LB2311 4. Grant Identifier: 2016-MU-BX-0179 5. Beginning & Ending Dates: 10/01/17 to 03/31/18 6. Sub-grant Payment Method: Cost Reimbursement X Other:

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	$3,596.25	75	$1,198.75	25			$4,795.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	$3,596.25	75	$1,198.75	25			$4,795.00

8. **The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.**

Statement of Special Conditions
Standard Assurances
Certification Regarding Equal Employment
Civil Rights Compliance Checklist
Civil Rights Training Certification
Certification Regarding Debarment
Certification Regarding Lobbying
Match Certification Form (if applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Lynn Spruill, Mayor City of Starkville
11. Signature: Date:	12. Signature: Date:

DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET

1. Applicant Agency: City of Starkville

2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date
16LB2311	2016-MU-BX-0179	10/01/2017	03/31/2018
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:

Funding Sources

8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Byrne/JAG Local Law	$3,596.25			$1,198.75	$4,795.00
TOTAL		$3,596.25			$1,198.75	$4,795.00

TAGW

DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville

2. Sub-grant Number	3. Grant Identifier Number	4. Beginning Date	5. Ending Date
16LB2311	2016-MU-BX-0179	10/01/2017	03/31/2018

6. Activity: Byrne JAG Local Law

7. DPSP Use Only	8. Category / 9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget: Federal	All Other	Total
	Equipment	1 – DVM 800 in-car camera @ $3,795.00 1 – FirstVu HD DVR body camera @ $550.00 1 – VuLink @ $450.00	$3,596.25	$1,198.75	$4,795.00
		Total	$3,596.25	$1,198.75	$4,795.00

FGW

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C-1)
- Civil Rights Training Certification Form (attachment C-2)
- Discrimination Compliant Policies and Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. www.ojp.gov

Special Cancellation Condition for Subgrantees:

(1) **Commencement with 60 Days**. If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

(2) **Operational within 90 Days**. If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - All changes or revisions to the original approved contract must be submitted in writing and approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

Requirements for Publication of Project Activities. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, (2) the dollar amount of federal funds for the project or program and (3) award activities shall contain the following statements: "This project was supported by subgrant No. ___________ awarded by the MS Department of Public Safety Planning (DPSP) for (respected program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and no not necessarily reflect the views of the state or the U. S. Department of Justice, (respected program: i.e.: VOCA, VAWA, JAG, RSAT, JAB, JJ etc.)."

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at https://www.bja.gov/contactus.aspx. JAG success stories should include the name and location of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Local Law Agencies must have a written "mandatory wear" policy in effect and a signed certification on file for utilizing JAG funds for body armor purchases.

Local Law Agencies using JAG funds to purchase body worn camera equipment must have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

a. OMB Circular A-128. Audits of State and Local Governments.
b. OMB Circular A-110. Attachment F. Subparagraph 2h.
c. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: (Check One)

____ State (July - June)
X Federal (October - September)
____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least $500,000. Please check below if you are required to have a Single Audit

Single Audit Required: ____Yes X No BUT ONE IS DONE ANNUALLY & IS ON FILE

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor subawards under this grant award in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. Each successful subgrantee will receive an on-site compliance monitoring visit or a desk review audit at least once during the grant period. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700
or
e-mail: oig.hotline@usdoj.gov
Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ___✓___ Required _____ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The ___CITY OF STARKVILLE___ (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

TASK FORCE TRAINING - The grantees agree that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

CITY OF STARKVILLE	16LB2311
Agency's Name	**Subgrant Award Number**
LYNN SPRUILL	MAYOR
Authorized Official (Please Print)	**Authorized Official Title**
Authorized Official (Signature)	**Date**

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS
SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/ocr/.

   In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

   Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

   The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of $500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

   Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

   As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.

6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.

8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA of by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

    Financial report covering expenditures of the grant;
    Internal and external audit reports and project evaluation;
    Approved budget and subsequent modifications;
    Contracts, leases, employment agreements, and purchase invoices;
    Indirect cost allocation plans;
    All invoices, billings, request for cash, and reporting worksheets;
    General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
    All personnel records of individuals paid with grant funds, including time sheets,
    wage authorization, tax withholdings forms, employment applications and other relevant data;
    Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
    Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.

13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

CITY OF STARKVILLE
Name of Agency or Organization

16 LB Z311
Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157,** within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

TOTAL AWARD $4795.00

Subgrant Number: 16LB2311 Award Amount $ 3596.25 by JAG

Subgrant Project Title:

CAR CAMERA + MOBILE BODY WORN CAMERA

Organizational Name (Subgrantee or Funded Entity):

CITY OF STARKVILLE POLICE DEPARTMENT

Address:

101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

Telephone Number: (662) 323-4131

Subgrantee Duration:

Beginning Date: 10/1/17 Ending Date: 3/31/18

Project Director's Name, Address and Telephone Number:

TAYLOR WELLS (662) 323-4131
101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

CHIEF R. FRANK NICHOLS
(662) 323 - 4131
101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☑ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

_____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or

_____ (2) has less than 50 employees; and/or;

__✓__ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $25,000, but less than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

______________________________ ______________________

Authorized Official's Signature (Subgrantee) Date

LYNN SPRUILL
Typed or Printed Name

MAYOR, CITY OF STARKVILLE
Person's Organizational Title

. . . .

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the sub-recipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the sub-recipient have an EEOP on file for review?

   - [x] Yes
   - [ ] No

   If yes, on what date did the sub-recipient prepare the EEOP? 04 / 16 / 06 (MM/DD/YY)

   NOT REQUIRED

   Please attach a copy of the EEOP to this document.

2. Has the sub-recipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the sub-recipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

   - [ ] Yes – submitted an EEOP Short Form
   - [ ] Yes – submitted a certification
   - [x] No

   If the sub-recipient prepared an EEOP Short Form, on what date did the sub-recipient prepare it?

   ____/____/____ (MM/DD/YY)

3. How does the sub-recipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

   Comments: WITHIN DEPARTMENT GENERAL ORDERS

4. How does the sub-recipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

   Comments: WITHIN DEPARTMENT GENERAL ORDERS

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the sub-recipient with the {State Administering Agency (DPSP)} or the OCR?

- ☑ Yes
- ☐ No

If yes, an explanation of these policies and procedures:

6. If the sub-recipient has 50 or more employees and receives DOJ funding of $25,000 or more, has the sub-recipient taken the following actions:

   a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

   - ☑ Yes
   - ☐ No

   b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

   - ☑ Yes
   - ☐ No

   c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

   - ☑ Yes
   - ☐ No

   If sub-recipient does not have 50 or more employees and receives less than $25,000 in DOJ funding, indicate this in the comments here.

Comments:

7. If the sub-recipient operates an education program or activity, has the sub-recipient taken the following actions:

a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

- ☐ Yes
- ☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☐ Yes
- ☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☐ Yes
- ☐ No

If the sub-recipient does not operate an education program or activity indicate this in the comments here.

Comments:

8. Has the sub-recipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☑ Yes
- ☐ No

Comments:

9. What steps has the sub-recipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)? THE DEPARTMENT EMPLOYS BI - LENGAL OFFICERS.

Comments, including an indication of whether the sub-recipient has developed a written policy on providing language access services to LEP person(s):

10. Does the sub-recipient conduct any training for its employees on the requirements under federal civil rights laws?

- [x] Yes
- [ ] No

Comments:

11. If the sub-recipient conducts religious activities as part of its programs or services, does the sub-recipient do the following:

   a. Provide services to everyone regardless of religion or religious belief?

   - [ ] Yes
   - [ ] No

   b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

   - [ ] Yes
   - [ ] No

   c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

   - [ ] Yes
   - [ ] No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

- [x] Yes
- [ ] No

Federal Civil Rights Compliance Checklist Signature Page

CITY OF STARKVILLE

Name of Agency or Organization (Please Print)

16 LB Z311

Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The CITY OF STARKVILLE, hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of MISSISSIPPI
County of OKTIBBEHA
Signed (or attested) before me on ~~by~~ OF

(Date) (Names(s) of Individual(s))

Signature of Notarial Officer
Stamp

Title of Officer
(My commission expires:) Authorized Signatory Official

ATTACHMENT F

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LYNN SPRUILL, MAYOR, CITY OF STARKVILLE
Name and Title of Authorized Representative

Signature Date

CITY OF STARKVILLE
Name of Organization

101 EAST LAMPKIN STREET
Address of Organization

STARKVILLE, MS 39759

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here____________ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

CITY OF STARKVILLE
Name and Address of Organization
101 EAST LAMPKIN ST
STARKVILLE MS 39759

____
Name of Authorized Individual
Signature and Date

16LB Z311
Subgrant Number

ATTACHMENT H

Office of Justice Programs
Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: CITY OF STARKVILLE

Program for which Match is being certified under: JAG

Grant Award # 16 LB2311

The CITY OF STARKVILLE, hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount
1. 25% MATCH FROM CITY FUNDS	$ 1,198.75
2.	$
3.	$
4.	$

Signature

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Body-Worn Camera (BWC) Policy Certification

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Body-Worn Camera (BWC) purchases" in the program announcement for the grant program identified above. I certify that our agency has developed or reviewed and updated our agency BWC policy. BWC Policy and practices at minimum must reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Programs (OJP) grants, including certifications provided in connection with such grants, are subject to review by the OJP and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the OJP).

Fiscal Year of JAG Award: 2017

Signature of Certifying Official

TAYLOR WELLS
Printed Name of Certifying Official

CORPORAL
Title of Certifying Official

CITY OF STARKVILLE POLICE DEPARTMENT
Full Name of Applicant Entity

9/12/17
Date

JAG AWARD PACKET
RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- [ ] If your agency has body armor on the Cost Summary Support Sheet, you must complete and return a Body Armor Mandatory Wear Policy Certification (included in your packet.)
- [x] If your agency has body worn cameras on the Cost Summary Support Sheet, you must complete and return a Body Camera Mandatory Wear Policy Certification (included in your packet.)
- [x] One Signature Sheet signed in blue ink.
- [x] Budget Summary Sheet (initialed)
- [x] Cost Summary Sheet (initialed)
- [x] OJP JAG Statement of Special Conditions
- [x] OJP Sub-grant Standard Assurances (Attachment A)
- [x] Certification of Equal Employment Opportunity (Attachment B)
- [x] Federal Civil Rights Compliance Checklist (Attachment C-1)
- [x] Civil Rights Training Certification Form (Attachment C-2)
- [x] Certification Regarding Debarment (Attachment F)
- [x] Certification Regarding Lobbying (Attachment G)
- [x] Match Certification (Attachment H)
- [x] Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Cpl Taylor Wells — 9/12/17

Sub-grant Contact Person — Date

Digital·Ally™
CAPTURE TRUTH

Quote	QUO-21419-J1B1N3
Date	9/13/2017
Page	1

9705 Loiret Blvd.
Lenexa, KS 66219
1-800-440-4947 www.digitalallyinc.com

Customer:

Starkville Police Department
Taylor Wells
110 W. Main
Starkville, MS 39759

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
STAMS0	DA	FEDERAL EXPRESS	Net 30	Paige Williams	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
1	001-00228-00	FirstVu HD DVR w/ Stnd Battery Kit	$595.00	$45.00	$45.00	$550.00
1	001-0950-00	VuLink, Standard Kit	$495.00	$45.00	$45.00	$450.00
1	K001-00081-00	DVM-800 Complete Kit, V2	$3995.00	$200.00	$200.00	$3,795.00

Notes:

Bundle Discount

Total Discount	$290.00
Subtotal	$4,795.00
Misc	
Tax	$0.00
Freight	$45.00
Total	**$4,840.00**

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as **"you"**.

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

9. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

10. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

11. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

12. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

13. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

14. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the TradeIn Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.

15. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.

16. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

11. CONSIDERATION OF AUTHORIZATION TO PURCHASE 16 6-CUBIC YARD AND 16 8-CUBIC YARD DUMPSTERS FROM WASTEQUIP SOURCE OF SUPPLY QUOTE AT A TOTAL OF $27,606.00 TO INCLUDE PAW PRINT ON PAINTED MAROON.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval to purchase 16 – 6 cubic yard containers/dumpsters and 16 – 8 cubic yard containers/dumpsters from the Source of Supply Bidder, Wastequip, in the amount of $27,606" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO AN AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES DIVISION OF COMMUNITY SERVICE TO CONTINUE PARTICIPATION IN THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP.)

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval for Starkville Utilities to enter into an agreement with the Mississippi Department of Human Services Division of Community Service to continue participation in the Low-Income Home Energy Assistance Program (LIHEAP) with vendor Prairie Opportunity" is enumerated, this consent item is thereby approved.

Mississippi Department of Human Services
Division of Community Services (DCS)

Vendor Agreement

The Low-Income Home Energy Assistance Program (LIHEAP) provides assistance to eligible low-income households to pay home energy cost and other energy related services. Payments for assistance will be made by Prairie Opportunity, Inc. on behalf of eligible households
LIHEAP Agency
to the vendor who provide the primary source of heating, cooling or services named by the applicant. Checks will be issued to the vendor with a list of eligible households attached to it.

This vendor agreement is by and between:

LIHEAP Agency: Prairie Opportunity, Inc.	Address: Post Office Box 1526, Starkville, MS 39760
LIHEAP Vendor Legal Name: Utilities Starkville ~~Electric Department~~	Address: Post Office Box 927, Starkville, MS 39759

By signing this agreement and accepting payments on behalf of eligible households, the energy vendor assures:

- The account number is assigned to each household eligible for energy assistance;
- That eligible households will be charged in a normal business process, the difference between the actual cost of home energy services and the amount of payment made through the program;
- That eligible households will not be treated adversely or differently because of such assistance;
- That there will be no discrimination either in the cost of goods supplied or services provided, against the households on whose behalf payments are made;
- That the amount paid by LIHEAP agency will be credited to individual eligible household indicated on the listing that accompanies the check or ACH deposit;
- To not refuse service or otherwise discriminate in the marketing and provision of service to any applicant because of race, religion, color, national origin, gender, familial status, source of income, level of income, disability, financial status or qualification for low-income or energy-efficiency services;
- To not interrupt services if a pledge was sent to Vendor and the agency is meeting the obligations under this agreement;
- That it will cooperate with DCS by providing requested information to DCS regarding annual utility usage and cost for LIHEAP clients, if applicable; and
- To provide at no cost to the LIHEAP Agency, client, or DCS, written information on an applicant household's home energy costs, bill payment history or arrearage history.

The energy vendor agrees to handle payments in the following manner:

- Payments must be applied **ONLY to home energy accounts** of the individuals listed, except if: (a) the account is in the name of the spouse who lives at the same address; (b) the account is in the name of a deceased spouse; or (c) verification is obtained from vendor or landlord stating that applicant is responsible for affected utility bill.
- Payments must **not** be applied to business accounts.
- Payment must be applied **only** for home energy services. The following payments are prohibited: water, sewer, garbage collections, fraudulent services, meter tampering and returned check fees.
- If, after a payment is credited to the recipient's account, and a credit balance results, this must be noted in the energy vendor's record and shown on the recipient's next bill. **CASH REFUNDS ARE STRICTLY PROHIBITED.**

- If a recipient having a credit balance as a result of LIHEAP benefit shown on the energy vendor's book should die (without spouse) or move out of the State of Mississippi, any amount exceeding the balance owed your company must be refunded to Prairie Opportunity, Inc. (LIHEAP Agency).

  Refunds must be identified with the year credit occurred, name, address, and account number of the recipient.
- If a recipient having a credit balance as a result of LIHEAP benefit moves to a different region of the state and with current vendor, the credit balance may be transferred, provided the recipient notifies the vendor of the name and new account number. In the event that no request was made by the recipient within a reasonable time frame, the credit balance must be refunded to Prairie Opportunity, Inc. (LIHEAP Agency).
- Refund any interest resulting from unused LIHEAP payment made on behalf of the client, when a client no longer needs service due to relocation, death, etc.
- All recipient accounts should be credited immediately, but no later than ten (10) days after receipt of check from Prairie Opportunity, Inc. (LIHEAP Agency). It is important that all branch offices are contacted to ensure that recipients' accounts are credited in a timely manner.
- The energy vendor agrees to provide at least one contact person to Prairie Opportunity, Inc. (LIHEAP Agency) who will ensure that all accounts are credited and answer questions concerning utility shut off and direct vendor payments.

By signing this agreement and pledging payments of eligible households, the LIHEAP agency assures:

- To not provide pledges on behalf of recipients without having adequate funds to pay such pledge;
- Pledges will be made only on approved applications in Virtual ROMA.
- Payment will occur within twenty (20) business days after application has been approved.
- Provide Vendor with a list of names, telephone numbers and email addresses of Agency staff designated to approve pledges on behalf of the Agency and LIHEAP recipients.

The State of Mississippi may terminate this agreement by written notice for failure of either party to comply with the provisions stated herein or when it is deemed to be in the best interest of the State, client, or to comply with the LIHEAP statute.

Laura A. Marshall	
Signature of LIHEAP Agency Officer	Signature of Energy Vendor Officer
Laura A. Marshall, Executive Director	
Printed Name & Title	Printed Name & Title
8/22/17	
Date	Date

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill welcomed the large crowd present and thanked everyone for their interest in local government. She then recognized the Student Association members present and photos were shown from Bulldog Bash. The change in location to Main Street was a positive move with the crowd perhaps being the largest ever. The Mayor thanked the group for their hard work, planning and professionalism.

Mayor Spruill then introduced the following new employees:
Vittoria Arnold, Animal Control Officer
Blake Daniels, Firefighter
Stephen Coleman, Maintenance Worker – Sanitation
Nick Fiorentino, Warehouse Manager – Starkville Utilities
Leanne McGarr, Deputy City Clerk – Accounts Payable
Pavion Norwood, Maintenance Worker – Sanitation
Jacqueline Posley, Community Development Department

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked everyone that works for the City and asked that everyone remember his mother on her 88th birthday. He also asked that someone call Ms. Minnie Rodgers, 307 ½ West Main Street, and that the City look at the overgrown lot near her property and see what can be done to clean it.

The following spoke on behalf of Dr. Prince and recommended her appointment:
Sabrina Campbell, Kay Brocato, Chuck Weir, Venora Hogan, Felicia Ashford, Linda Coats, Dr. Nancy Miller, Linda Pharnilies, Hannah Owens, Eva Marie White, Eddie Myles, Angela Walton, Kasia Gallo, Ilene Carr-Tabb, Evelyn Hill, Darryl Bishop and Chris Taylor.

BOARD BUSINESS

13. A MOTION TO ADOPT A RESOLUTION ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2017, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS ($7,000,000).

Alderman Little offered a motion, duly seconded by Alderman Walker, to adopt a Resolution acknowledging and approving the sale and award of the General Obligation Development Bonds, Series 2017, of the City of Starkville, Mississippi, in the maximum principal amount of seven million dollars ($7,000,000).

The Board voted as follows:

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

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

RESOLUTION ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2017, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS ($7,000,000).

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

Definitions. In addition to any words and terms elsewhere defined herein, the following words and terms will have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean, together, Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Infrastructure Act"), and Sections 57-64-1 through 57-64-27, Mississippi Code of 1972, as amended (the "Regional Economic Development Act" or "REDA").

"Clerk" shall mean the City Clerk of the Municipality.

"Bonds" shall mean the General Obligation Development Bonds, Series 2017, authorized in the Bond Resolution.

"Bond Resolution" shall mean the resolution adopted by the Governing Body on July 27, 2017, authorizing and directing the issuance of the Bonds.

"Notice of Bond Sale" shall mean the Notice of Bond Sale to advertise the acceptance of bids by the Municipality for the Bonds, published by the Municipality on September 5, 2017, and September 12, 2017.

"Purchaser" shall mean Raymond James, Memphis, TN, the successful bidder for the Bonds.

All capitalized terms not otherwise defined herein will have the meaning set forth in the Bonds Resolution.

Pursuant to the Act, the Governing Body on July 27, 2017, did adopt the Bond Resolution directing that the Bonds of the Municipality in the principal amount of Seven Million Dollars ($7,000,000) be offered for sale on sealed bids to be received until the hour of 4:00 p.m. on September 19, 2017.

As directed by the aforesaid resolution and as required by the Act, the Notice of Bond Sale was duly published in the *Starkville Daily News*, a newspaper published in the Municipality, and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper at least two (2) times over ten (10) days, said publication having been made in said newspaper on September 5, 2017, and September 12, 2017, the first publication thereof made at least ten (10) days preceding the date fixed for the receipt of bids, September 19, 2017, all as shown by the proof of publication of said notice attached hereto as **Attachment A**.

Commented [CL1]: Insert

The Clerk, acting on behalf of the Governing Body, did appear at the City Hall of the Municipality located at 110 West Main Street, Starkville, Mississippi, in the Municipality, at 4:00 p.m. on September 19, 2017, to receive the bids.

At said time and place on September 19, 2017, Seven (7) bids for the Bonds (attached hereto as **Attachment B**) were received by the Clerk for consideration by the Governing Body and were opened and examined for consideration by the Governing Body.

Commented [CL2]: Insert

The Governing Body now finds and determines that the highest and best bid made for the Bonds on the basis of the lowest net interest cost over the life of the issue was made by Raymond James, Memphis, TN, (the "Purchaser").

The Governing Body now finds that said bids were accompanied by a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of One Hundred Forty Thousand Dollars ($140,000), and issued or certified by a bank located in the State of Mississippi, as a guaranty that said bidder would carry out its contract and purchase the Bonds of the Municipality if its bid be accepted.

After consideration by the Governing Body and award of the Bonds, the Governing Body finds and determines that the Clerk should endorse upon a copy or duplicate of the highest and best offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

Pursuant to the Notice of Bond Sale for the Bonds, the Purchaser has the right to designate a Paying Agent subject to the approval of the Municipality. In order that the designation may be made in a timely fashion, the Mayor should be authorized to approve or disapprove the designation by the Purchaser.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

Award of Bonds. The award and sale of the Bonds to the Purchaser in accordance with the offer submitted to the Municipality and attached hereto as **Attachment C** is hereby acknowledged, confirmed, and approved**.**

~~Commented [CL3]: Insert~~

Notation of Acceptance. The Clerk is hereby authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

Bonds Details. The Bonds shall be registered as to both principal and interest; shall be dated and bear interest from October 1, 2017; shall be issued in the denomination of Seven Million Dollars ($7,000,000); shall mature annually on October 1 of each year and in the principal amount hereinafter set forth; and, shall bear interest, paid annually on October 1 of each year until the Bonds is paid in full, with option of prior payment, in the years and in the principal amounts as follows:

YEAR	AMOUNT	INTEREST RATE
2018	$350,000	4.00
2019	$350,000	4.00
2020	$350,000	4.00
2021	$350,000	3.75
2022	$350,000	3.25
2023	$350,000	3.00
2024	$350,000	3.00
2025	$350,000	3.00
2026	$350,000	3.00
2027	$350,000	3.00
2028	$350,000	3.00
2029	$350,000	3.125
2030	$350,000	3.125
2031	$350,000	3.25
2032	$350,000	3.25
2033	$350,000	3.25
2034	$350,000	3.375

2035	$350,000	3.375
2036	$350,000	3.375
2037	$350,000	3.375

Paying Agent. The Mayor is hereby authorized to approve or disapprove a paying agent to be designated by the Purchaser.

Good Faith Checks. The good faith checks filed by all unsuccessful bidders (if any) shall forthwith be returned to them upon their respective receipts therefor. The good faith check filed by the Purchaser shall be retained by the Municipality as a guaranty that said bidder will carry out its contract and purchase the Bonds. If said successful bidder fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure.

Repealer. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

Alderman Little moved and Alderman Walker seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: aye
Alderman David Little	voted: aye
Alderman Patrick Miller	voted: aye
Alderman Roy A'. Perkins	voted: nay
Alderwoman Sandra C. Sistrunk	voted: aye
Alderman Henry N. Vaughn, Sr.	voted: aye
Alderman Jason Walker	voted: aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 19th day of September, 2017.

Attachment A: Proof of Publication of Notice of Bond Sale:

PROOF OF PUBLICATION
Starkville Daily News
September 5, 2017, and September 12, 2017

Attachment B: Seven Bid documents received (originals located in safe in City Hall vault)

The State of Mississippi
OKTIBBEHA COUNTY }

AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Starkville Daily News, a newspaper published in the City of Starkville, of said county and state, who being duly sworn deposeth and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for 2 weeks consecutively, to wit:

Dated September 5, 2017
Dated September 12, 2017
Dated ____________, 20__
Dated ____________, 20__
Dated ____________, 20__

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed, and that the publication thereof has been correctly made.

WITNESS MY HAND AND SEAL OF OFFICE, this the 18 day of Sept, A.D. 2017

By: [illegible]
Notary Public

SEAL: STATE OF MISSISSIPPI NOTARY PUBLIC ID # [illegible] MONA P. HOWELL Commission Expires Jan. 16, 2020 OKTIBBEHA COUNTY

STARKVILLE DAILY NEWS

By: [illegible]
( ) Publisher (✓) Clerk

Publication Fee $ 654.14
Proof(s) Of Publication $ 3.00
Total Charges $ [illegible].14

AFFIDAVIT# 36510

NOTICE OF BOND SALE
$7,000,000
GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS, SERIES 2017
OF THE
CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive sealed bids in its regular meeting place in the City Hall of the Municipality until the hour of 4:00 o'clock P.M. on September 19, 2017, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Seven Million Dollars ($7,000,000) General Obligation Taxable Development Bonds, Series 2017, of the Municipality (the "Bonds"). The City Clerk of the Municipality will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place.

THE BONDS: The Bonds will be dated and bear interest from October 1, 2017; will be delivered in definitive form as registered bonds; will be in the denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest from the date thereof,

payable on October 1, 2018, and
semiannually thereafter on April 1
and October 1 of each year, at the
rate or rates offered by the successful
bidder in its bid in accordance
with this Notice of Bond
Sale.
MATURITIES: The Bonds will mature
serially, with option of prior
payment, on October 1 in each of
the years and amounts as follows:

YEAR	AMOUNT
2018	$350,000
2019	$350,000
2020	$350,000
2021	$350,000
2022	$350,000
2023	$350,000
2024	$350,000
2025	$350,000
2026	$350,000
2027	$350,000
2028	$350,000
2029	$350,000
2030	$350,000
2031	$350,000
2032	$350,000
2033	$350,000
2034	$350,000
2035	$350,000
2036	$350,000
2037	$350,000

REDEMPTION: Bonds maturing
after October 1, 2027, are subject
to redemption prior to their respective
maturities at the option of
the Governing Body of the Municipality
on and after October 1,
2027, either in whole or in part on
any date, with the maturities and
principal amounts thereof to be
determined by the Municipality, at
the principal amount thereof together
with accrued interest to the
date fixed for redemption.
Bonds are subject to extraordinary

optional redemption prior to their respective maturities at the option of the Governing Body of the Municipality, from excess funds remaining in the Improvement Fund of the Municipality, either in whole or in part on any date for which the requisite notice of redemption can be given, within one hundred eighty (180) days of a final, nonappealable decision of a governmental authority or of a court of competent jurisdiction that prevents funds remaining in the Improvement Fund from being spent for Project Costs, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Any funds remaining in the Improvement Fund after an extraordinary optional redemption shall be transferred to the Bond Fund and used to pay debt service on the Bonds. Improvement Fund, Project Costs, and Bond Fund are defined in the Bond Resolution (as defined hereinbelow). Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Paying

Agent may provide for the selection of portions of the principal of the Bonds (in integral multiples of $5,000), and for all purposes of the Bond Resolution (as hereinafter defined), all provisions pertaining to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 through 21-33-329, and Sections 57-64-1 through 57-64-27, Mississippi Code of 1972, as amended (together, the "Act") and the resolution authorizing and directing the issuance and sale of the Bonds dated July 27, 2017 (the "Bond Resolution"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

PURPOSE: The Bonds are being issued to provide funds for the purpose of paying the costs of developing a new industrial park to be located near the intersection of Highways 82 and 389 in the Municipality, together with any economic development project to be located in such industrial park (the "Industrial Park Project"), which Industrial Park Project was recommended by the Golden Triangle Development LINK, including the costs of: (a) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (b) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (c) protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (d) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (e) purchasing land for cemeteries and improving, equipping and adorning the same; (f) constructing bridges and culverts; (g) altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; (h) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (i) mitigation of any environmental or cultural conditions necessary or proper to accomplish any of the foregoing; (j) pursuant to Sections 57-64-1 through 57-64-27, Mississippi Code of 1972, as amended (the "Regional Economic Development

Act" or "REDA"), the following purposes authorized by the REDA for the Industrial Park Project: (i) acquiring land and/or acquiring or constructing buildings, fixtures, machinery, equipment, infrastructure, utilities, port or airport facilities, roads, rail lines and rail spurs, and other related projects that have or will provide a multi-jurisdictional benefit, including all site preparation, mitigation of environmental or cultural conditions and other start-up activities; (ii) construction; (iii) acquisition of fixtures and of real and personal property required for the purposes of the Industrial Park Project and facilities related thereto, whether publicly or privately owned, including land and any rights or undivided interests therein; (iv) acquisition of machinery and equipment, including motor vehicles which are used for Industrial Park Project functions; (v) closure, post-closure maintenance or correction action on environmental matters; (vi) financing charges and interest prior to and during construction and during such additional period as the alliance may reasonably determine to be necessary for the placing of the Industrial Park Project in operation; (vii) engineering, surveying, environmental geotechnical, architectural and legal services; (viii) plans and specifications and all expenses necessary or incident to determining the feasibility or practicability of the Industrial Park Project; (ix) administrative expenses; (x) a renewal and replacement reserve, bond insurance, and/or other credit enhancement, and such other reserves as may be authorized; (xi) construction or contracting for the construction of streets, roads, water, sewerage, drainage and other related facilities; (xii) borrowing for the Industrial Park Project; and (xiii) any other property or services related to (i) through (xii) above; and (k) the issuance of the Bonds.

FORM OF BIDS: Bids should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Bid for General Obligation Taxable Development Bonds, Series 2017, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form of the official bid form prepared by the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, nor shall the interest rate for any one maturity exceed eleven percent (11%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of oneeighth of one percent (1/8th of

1%) or one-tenth of one percent (1/10th of 1%) and a zero percent (0%) rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of One Hundred Forty Thousand Dollars ($140,000) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY-ONLY: The Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by Book-Entry-Only. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the Municipality, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six (6) decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for six (6) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if, within five (5) days after the tender of the Bonds for delivery, the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company located within the State of Mississippi to serve as paying agent (the "Paying Agent") for the Bonds within forty-eight (48) hours of the date of sale of the Bonds, subject to the approval of the Governing Body. The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution. Both principal of and interest on the Bonds will be payable by check or draft mailed to registered owners of the Bonds as of the fifteenth (15th) day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within thirty (30) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the registered owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the Municipality. The charge for the assignment of said CUSIP numbers shall be the responsibility of and shall be paid for by the purchaser.

LEGAL OPINION; CLOSING

DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel. In the opinion of Jones Walker LLP, Jackson, Mississippi, interest on the Bonds is excludable from gross income for purposes of computing income taxes imposed by the State of Mississippi, under existing laws, regulations, rulings, and judicial decisions with such exceptions as shall be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a non-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

INFORMATION FROM PURCHASER: By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any purchaser identification determined by the Municipality to be necessary for the Official Statement or otherwise, within 24 hours after the award of the Bonds.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it

deems, for purposes of S.E.C. Rule 15c2-12, to be final and complete as of this date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the purchasers, subject to revision, amendment, and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement. A copy of the Preliminary Official Statement and the official bid form may be obtained from Brad Davis at Jones Walker LLP, Jackson, Mississippi, Bond Counsel (601-949-4623; bdavis@joneswalker.com).
CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Certificate at the time of issuance and delivery of the Bonds shall relieve the successful

bidder from its obligation to purchase the Bonds.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on July 27, 2017.

/s/ Lesa Hardin
City Clerk

Published:
September 5, 2017
September 12, 2017

Raymond James

$7,000,000

GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS, SERIES 2017
STARKVILLE, MISSISSIPPI

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/12/2017	-	-	-	-	-
10/01/2018	350,000.00	4.000%	232,750.00	582,750.00	-
04/01/2019	-	-	109,375.00	109,375.00	-
09/30/2019	-	-	-	-	692,125.00
10/01/2019	350,000.00	4.000%	109,375.00	459,375.00	-
04/01/2020	-	-	102,375.00	102,375.00	-
09/30/2020	-	-	-	-	561,750.00
10/01/2020	350,000.00	4.000%	102,375.00	452,375.00	-
04/01/2021	-	-	95,375.00	95,375.00	-
09/30/2021	-	-	-	-	547,750.00
10/01/2021	350,000.00	3.750%	95,375.00	445,375.00	-
04/01/2022	-	-	88,812.50	88,812.50	-
09/30/2022	-	-	-	-	534,187.50
10/01/2022	350,000.00	3.250%	88,812.50	438,812.50	-
04/01/2023	-	-	83,125.00	83,125.00	-
09/30/2023	-	-	-	-	521,937.50
10/01/2023	350,000.00	3.000%	83,125.00	433,125.00	-
04/01/2024	-	-	77,875.00	77,875.00	-
09/30/2024	-	-	-	-	511,000.00
10/01/2024	350,000.00	3.000%	77,875.00	427,875.00	-
04/01/2025	-	-	72,625.00	72,625.00	-
09/30/2025	-	-	-	-	500,500.00
10/01/2025	350,000.00	3.000%	72,625.00	422,625.00	-
04/01/2026	-	-	67,375.00	67,375.00	-
09/30/2026	-	-	-	-	490,000.00
10/01/2026	350,000.00	3.000%	67,375.00	417,375.00	-
04/01/2027	-	-	62,125.00	62,125.00	-
09/30/2027	-	-	-	-	479,500.00
10/01/2027	350,000.00	3.000%	62,125.00	412,125.00	-
04/01/2028	-	-	56,875.00	56,875.00	-
09/30/2028	-	-	-	-	469,000.00
10/01/2028	350,000.00	3.000%	56,875.00	406,875.00	-
04/01/2029	-	-	51,625.00	51,625.00	-
09/30/2029	-	-	-	-	458,500.00
10/01/2029	350,000.00	3.125%	51,625.00	401,625.00	-
04/01/2030	-	-	46,156.25	46,156.25	-
09/30/2030	-	-	-	-	447,781.25
10/01/2030	350,000.00	3.125%	46,156.25	396,156.25	-
04/01/2031	-	-	40,687.50	40,687.50	-
09/30/2031	-	-	-	-	436,843.75
10/01/2031	350,000.00	3.250%	40,687.50	390,687.50	-
04/01/2032	-	-	35,000.00	35,000.00	-
09/30/2032	-	-	-	-	425,687.50

RJ

$7,000,000

GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS, SERIES 2017
STARKVILLE, MISSISSIPPI

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2032	350,000.00	3.250%	35,000.00	385,000.00	-
04/01/2033	-	-	29,312.50	29,312.50	-
09/30/2033	-	-	-	-	414,312.50
10/01/2033	350,000.00	3.250%	29,312.50	379,312.50	-
04/01/2034	-	-	23,625.00	23,625.00	-
09/30/2034	-	-	-	-	402,937.50
10/01/2034	350,000.00	3.375%	23,625.00	373,625.00	-
04/01/2035	-	-	17,718.75	17,718.75	-
09/30/2035	-	-	-	-	391,343.75
10/01/2035	350,000.00	3.375%	17,718.75	367,718.75	-
04/01/2036	-	-	11,812.50	11,812.50	-
09/30/2036	-	-	-	-	379,531.25
10/01/2036	350,000.00	3.375%	11,812.50	361,812.50	-
04/01/2037	-	-	5,906.25	5,906.25	-
09/30/2037	-	-	-	-	367,718.75
10/01/2037	350,000.00	3.375%	5,906.25	355,906.25	-
09/30/2038	-	-	-	-	355,906.25
Total	$7,000,000.00	-	$2,388,312.50	$9,388,312.50	-

Yield Statistics

Accrued Interest from 10/01/2017 to 10/12/2017	7,111.81
Bond Year Dollars	$73,500.00
Average Life	10.500 Years
Average Coupon	3.2494048%
Net Interest Cost (NIC)	3.2494048%
True Interest Cost (TIC)	3.2436204%
Bond Yield for Arbitrage Purposes	3.2436204%
All Inclusive Cost (AIC)	3.2436204%

IRS Form 8038

Net Interest Cost	3.2397288%
Weighted Average Maturity	10.500 Years

RJ

$7,000,000

GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS, SERIES 2017
STARKVILLE, MISSISSIPPI

Sources & Uses

Dated 10/01/2017 | Delivered 10/12/2017

Sources Of Funds	
Par Amount of Bonds	$7,000,000.00
Accrued Interest from 10/01/2017 to 10/12/2017	7,111.81
Total Sources	**$7,007,111.81**

Uses Of Funds	
Deposit to Debt Service Fund	7,111.81
Rounding Amount	7,000,000.00
Total Uses	**$7,007,111.81**

14. A MOTION TO ADOPT A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE APPROVING AND AUTHORIZING THE EXECUTION OF THE FOLLOWING AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF A NEW INDUSTRIAL PARK PROJECT: (1) AMENDED AND RESTATED REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT; (2) NATURAL GAS PIPELINE PROJECT MEMORANDUM OF UNDERSTANDING; (3) ELECTRICAL POWER SUBSTATION PROJECT MEMORANDUM OF UNDERSTANDING; (4) MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION; (5) PROFESSIONAL SERVICES AGREEMENT WITH HEADWATERS, INC.; AND (6) LETTER AGREEMENT FOR ENGINEERING SERVICES WITH NEEL-SCHAFFER, INC.ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2017, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS ($7,000,000).

Commented [CL4]: Need to insert all of these items following this agenda number.

Alderman Little offered a motion, duly seconded by Alderman Carver, to adopt a Resolution of the Mayor and Board of Aldermen of the City of Starkville approving and authorizing the execution of the following agreements in connection with the development of a new Industrial Park Project: (1) Amended and Restated Regional Economic Development Act Alliance Agreement; (2) Natural Gas Pipeline Project Memorandum of Understanding; (3) Electrical Power Substation Project Memorandum of Understanding; (4) Memorandum of Understanding with the Mississippi Transportation Commission; (5) Professional Services Agreement with Headwaters, Inc.; and (6) Letter Agreement for Engineering Services with Neel-Schaffer, Inc. acknowledging and approving the sale and award of the General Obligation Development Bonds, Series 2017, of the City of Starkville, Mississippi, in the maximum principal amount of seven million dollars ($7,000,000).

The Board voted as follows:

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

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

AMENDED AND RESTATED

REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT

This Amended and Restated Regional Economic Development Act Alliance Agreement (this "Agreement") is made and entered into effective as the date specified in Section 11 hereof, by and between Oktibbeha County, Mississippi, acting by and through its Board of Supervisors (the "County"), the City of Starkville, acting by and through its Mayor and Board of Aldermen (the "City") and the Oktibbeha County Economic Development Authority, acting by and through its Board of Trustees ("OCEDA" and together with the County and the City, each a "Party" and collectively, the "Parties") and amends, restates and supersedes in its entirety the Regional Economic Development Act Alliance Agreement by and between the County and the City, which was approved by the Attorney General of the State of Mississippi on October 13, 2016, and filed of record on October 25, 2016 with the Chancery Clerk of the County and the Secretary of State of the State of Mississippi (the "Prior REDA Agreement").

RECITALS:

WHEREAS, the OCEDA was authorized by, and formed by the County in accordance with, Chapter 880, Local and Private Laws of 1984 (House Bill No. 1070), as since amended (the "OCEDA Act");

WHEREAS, the OCEDA Act describes the corporate purpose of the OCEDA as "an essential governmental function" and a "public purpose," and provides that the members of the governing body of the OCEDA must subscribe to the oath of all public officers except judges and legislators, that such members may be compensated for travel; that public purchasing laws must be followed, and that general obligation bonds of the County may be issued to support projects of the OCEDA;

WHEREAS, given such provisions of the OCEDA Act, the OCEDA and other such economic development authorities established pursuant to Local and Private Laws containing such provisions each constitute a "political subdivision" of the State of Mississippi (the "State") as such term is defined in such sections of the Code as Section 11-46-1(f) and Section 31-21-3, and as further contemplated by the Office of the Attorney General of the State in its opinion to Thomas D. Bourdeaux, dated May 16, 1990;

WHEREAS, effective as of July 1, 2017, the Regional Economic Development Act (the "REDA"), cited as Section 57-64-1 *et seq.*, of the Mississippi Code of 1972, as amended (the "Code"), was amended to permit other political subdivisions of the State, such as the OCEDA, to be a party to a regional economic development alliance formed in accordance with the REDA;

WHEREAS, the Parties hereto wish to enter into this Agreement in order to amend, restate and supersede the Prior REDA Agreement and to add the OCEDA as a party to this Agreement; and

WHEREAS, this Agreement is intended by the parties hereto to supersede in its entirety the Prior REDA Agreement;

WHEREAS, the Board of Supervisors of the County is the duly elected and serving governing body of the County;

WHEREAS, the Mayor and Board of Aldermen of the City are the duly elected and serving governing body of the City;

WHEREAS, the Board of Trustees of the OCEDA is the duly elected and serving governing body of OCEDA;

WHEREAS, pursuant to the provisions of the Act, local government units (such as each the Parties), in order to make the most efficient use of their powers and resources, may cooperate and contract with one another for mutual advantage to share the costs of and revenues derived from a project and to, among other things, issue general obligation bonds to finance a project, and provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and economic development of the local government units;

WHEREAS, the REDA provides that local governmental units of the State may, in connection with a "project" as defined by the REDA, contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by each local governmental unit individually;

WHEREAS, pursuant to the REDA, the development of a new industrial and technology park, including the acquisition of land and acquisition or construction of improvements to such land, constitutes a "project" for purposes of the REDA;

WHEREAS, each of the Parties hereto desires to enter into this Agreement, pursuant to the REDA and in accordance with other applicable Code sections, in order to set forth the respective duties and obligations of each Party in connection with the development of the Project (as hereinafter defined);

WHEREAS, approximately three (3) years ago, the County and the City each entered into a professional services agreement with the Golden Triangle Development LINK, a Mississippi nonprofit corporation (the "LINK") pursuant to which the LINK provided professional economic development services for the benefit of the County and the City (the "Original LINK Contract");

WHEREAS, effective on or about October 1, 2014, the County and the City terminated the Original LINK Contract and the County and the City (by means of an assignment) entered into a new professional services agreement with the LINK pursuant to which it continues to provide professional economic development services for the benefit of the County and the City (the "LINK Contract");

WHEREAS, in the course of performing its work in accordance with the LINK Contract, the LINK has recommended to the County, the City and the OCEDA that a new industrial and technology park located within both the County and the City (the "Project") be developed in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the surrounding area of Mississippi commonly known as the Golden Triangle region;

WHEREAS, the Parties have recognized a need to develop the Project in the City and the County in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the Golden Triangle region;

WHEREAS, at the direction of the County and the City, the LINK searched for a suitable location within both the County and the City to locate the Project;

WHEREAS, the LINK has identified a suitable site to develop the Project within both the County and the City, and has entered into one or more assignable contracts for the option to purchase the real property parcels collectively comprising the approximately 380 +/- acres comprising the proposed Project site located immediately northwest of the intersection of Highway 82 and Highway 389 in the City and the County (the "Options"), and has estimated that the total expenditure required for the acquisition and development of the Project on such site, and the public infrastructure improvements associated therewith, will equal approximately Fourteen Million Dollars ($14,000,000), which aggregate amount includes, but is not limited to, the costs to acquire the land, due diligence costs such as boundary surveys, environmental assessments, endangered species assessments, wetlands mitigation studies, cultural resource studies, property appraisals, soil borings and other engineering activities, public infrastructure such as water, sewer and roadway improvements and various other costs (*e.g*., clearing, grubbing and grading) included in the definition of "cost of project" as such term is defined in Code Section 57-64-7 (collectively, the "Project Costs");

WHEREAS, in order to finance one-half of the Project Costs, the County desires to issue new, general obligation bonds of the County pursuant to Code Sections 19-9-1 through 19-9-31 and 57-64-15 in the maximum principal amount of Seven Million Dollars ($7,000,000) (the "County Bonds");

WHEREAS, in order to finance the remaining one-half of the Project Costs, the City desires to issue new, general obligation bonds of the City pursuant to Code Sections 21-33-301 through 21-33-329 and 57-64-15 in the maximum principal amount of Seven Million Dollars ($7,000,000) (the "City Bonds");

WHEREAS, each of the Parties desires that the OCEDA own title to the real property comprising the Project, subject to the terms and conditions of this Agreements, and that, upon completion of the Project, that OCEDA operate and maintain the new industrial park;

WHEREAS, each of the Parties further desires that the OCEDA be permitted, but not obligated, to contribute money and other resources towards the Project Costs; provided however in no event shall OCEDA receive any of the revenue generated by the Project except for any such tax revenues that OCEDA would be otherwise be entitled to receive from the Project if the OCEDA were not a Party to this Agreement;

WHEREAS, the Parties each desire that the LINK continue to make recommendations and advise the Parties regarding the development and operation of the Project by continuing to oversee the development of all plats, layouts, conceptual drawings, right-of-ways and other plans and specifications, the selection of various professional service providers including, without limitation, engineering service providers, and the recruitment of tenants to the Project after its development, all in furtherance of the LINK's obligations under the LINK Contract and all subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Parties further desire to enter into this Agreement to set forth the various rights, responsibilities and duties of each Party and to set forth the terms and conditions for the development and operation of the Project;

WHEREAS, it is in the best interests of the citizens of the County that the County enter into and execute the Agreement;

WHEREAS, it is in the best interests of the citizens of the City that the City enter into and execute the Agreement; and

WHEREAS, it is in the best interests of the members of OCEDA that OCEDA enter into and execute the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE COUNTY, THE CITY AND OCEDA, THE COUNTY, THE CITY AND OCEDA DO HEREBY AGREE AS FOLLOWS:

SECTION 1. **Duration**. This Agreement shall be in force and effect unless and until terminated in accordance with the provisions of Section 6 hereof.

SECTION 2. **Purpose.** The purpose of this Agreement is to define the respective responsibilities of the Parties with respect to the Project.

SECTION 3. **Organization; Statutory Authority.** The alliance formed by the Parties by this agreement (the "Alliance") shall be governed by a board that is a separate legal and/or administrative entity (the "Alliance Board") that shall at all times consist of the then current President of the County Board of Supervisors, the Mayor of the City and the President of the OCEDA Board of Trustees. The Alliance Board shall have any and all powers granted unto it under and pursuant to the REDA. The Alliance Board shall take action in the same manner and in accordance with the same procedures established for the OCEDA board by Chapter 880, Local and Private Laws of the State of Mississippi of 1984, as amended. The County and the City are authorized by the REDA and by Title 19 and Title 21 of the Code, respectively, to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. The City shall submit, on behalf of the County, the City and OCEDA, an amended application to the Mississippi Development Authority for an amended or a new certificate of public convenience and necessity authorizing the addition of the OCEDA to the Alliance in connection with the Project and this amended and restated Agreement in connection therewith.

SECTION 4. **Financing, Staffing and Supplying.**

(a) The Alliance shall be financed as a joint undertaking of the County and the City in accordance with the terms and conditions of this Agreement. Fifty percent (50%) of the Project Costs shall be paid by the County and the remaining fifty percent (50%) of the Project Costs shall be paid by the City; provided, however, that each Party's obligation to pay its fifty percent (50%) of the Project Costs shall not exceed Seven Million and 00/100 Dollars ($7,000,000.00) unless the Parties otherwise mutually agree in writing. Notwithstanding the previous two sentences of this Section 4(a), upon the mutual consent of each Party, the OCEDA may, but shall have no obligation to, contribute proceeds to the financing of the Alliance and/or the Project Costs. All of the staffing pertaining to the acquisition, construction, development and/or tenant recruitment for the Project will be provided by the LINK in accordance with LINK Contract. The Parties hereby designate and authorize the Alliance Board to confer with, and solicit the advice and recommendations, of the LINK with respect to the acquisition and development of the Project, and to exercise all powers needed to carry out and assist in such acquisition and development thereof. The Alliance Board shall be responsible for approving all invoices and/or other payment obligations for Project Costs; provided, however, that the Alliance Board may designate one or more officers or employees of one or more Parties to grant such approvals to the extent such invoices and/or other payments of Project Costs fall within the Project budget prepared in accordance with Section 4(b) hereof. Following such approval, the City shall remit its fifty-percent (50%) share of the Project Costs to the County and the County shall pay such invoices and/or other payment obligations.

(b) The Alliance Board, with assistance from the LINK in accordance with the LINK Contract, shall establish a budget for the Project; provided, however, that the total budget for the Project shall not exceed Fourteen Million and 00/100 Dollars ($14,000,000.00) without the prior consent of the Parties. The County Administrator of the County, or such other official of the County as shall be designated by the County with notice to the City, is hereby designated to receive, disburse and account for all funds of the Alliance.

SECTION 5. **Operation of Alliance and the Project.** The operation of the Alliance and the acquisition, construction and development of the Project shall be carried out by the Alliance Board as described in Section 4 of this Agreement and as may be otherwise provided herein, pursuant to the REDA. Upon completion of the acquisition, construction and development of the Project, the Project shall be thereafter operated and maintained by the OCEDA at its cost and expense as authorized by the OCEDA Act, provided, however, that (a) the City shall be responsible for providing and maintaining the public roads, public utilities and related publicly-owned improvements located on the Project site or otherwise serving the Project because the Project is located within the municipal boundaries of the City; and (b) the City and County may each further contribute such additional funding for the on-going operation and maintenance of the Project as each such Party may desire from time to time and as permitted by applicable law. Notwithstanding any other provision of this Agreement to the contrary, the OCEDA shall not sell, lease, grant, convey, hypothecate, encumber or otherwise transfer all or any portion of the property comprising the Project or any interest therein to any third-party unless the OCEDA first obtains the written consent of the City and the County. Furthermore, the OCEDA shall, upon the written direction of both the City and the County and to the fullest extent permitted by applicable law, including without limitation the OCEDA Act, sell, lease, grant, convey, hypothecate, encumber or otherwise transfer all or any portion of the property comprising the Project or any interest therein to either the City or the County, the City and the County jointly, one or more other political subdivisions of the State or such other third-party or third-parties, as the City and the County may mutually designate from time to time.

SECTION 6. **Termination; Disposition of Property.** This Agreement shall terminate only upon the mutual written agreement of the City and the County. There will be no property owned by the Alliance, and upon the mutual termination of this Agreement by the City and the County, the OCEDA hereby agrees that it shall, upon receipt of the mutual agreement and written direction of the City and the County, transfer and convey any Project property owned by the OCEDA to either the City or the County, or the City and the County jointly, or to such other political subdivision(s) of the State that the City and County may mutually designate as the transferee.

SECTION 7. **Amendment.** This Agreement may be amended at any time by the mutual consent of the Parties evidenced by a written agreement entered into pursuant to the provisions of the REDA; provided, however, that the City and the County may amend this Agreement in the same such manner (*i.e.*, in writing and pursuant to the provisions of the REDA) without the consent of the OCEDA if such amendment in no way imposes additional obligations (either monetary or non-monetary obligations) on the OCEDA.

SECTION 8. **Administration of Issuance of Bonds.** The County shall issue and administer the County Bonds, and the City shall issue and administer the City Bonds subject to Section 4 hereof.

SECTION 9. **Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.**

(a) Subject to Sections 5 and 6 hereof, all property for the Project including, but not limited to, the property subject to the Options, shall be acquired, held and disposed of by the OCEDA. The Alliance Board shall direct the LINK, pursuant to the LINK Contract, to assign the Options to the OCEDA to the extent that such assignments have not already occurred. Notwithstanding the foregoing, those portions of the Project-related property acquired by the OCEDA which are needed for the construction and installation of public improvements to be owned and maintained by the City (*e.g*., public roads, public utilities, etc.) shall be conveyed by deed, easement or other such transfer to the City at no cost thereto to the extent that such property must be owned or controlled by the City in order for the City to provide and maintain such public improvements thereon.

(b) The Parties shall have the right, upon request, to review all plans, specifications and expenditures for all Project Costs. Furthermore, the Parties shall have access to all records pertaining to the Project.

(c) Each Party shall grant any necessary easements on property on which such Party can grant such rights to aid in the development of the Project.

SECTION 10. **Revenues from the Project**. Any revenues from the Project shall be allocated in accordance with the laws of the State, including, but not limited to, Title 19, Title 21 and Title 27 of the Code. Notwithstanding any other provision of this Agreement to the contrary, the OCEDA shall not be entitled to any revenue from the Project solely by virtue of this Agreement and, instead, shall only be entitled to such revenues from the Project that it would be entitled to if were not a Party hereto.

SECTION 11. **Effective Date; Approvals; Filing.** This Agreement shall be effective from and after the last to occur of the following: (a) this Agreement has been executed by all Parties hereto, (b) the approval of this Agreement by the Mississippi Attorney General has been obtained, (c) the certificate of public convenience and necessity for the Alliance has been obtained from the Mississippi Development Authority, and (d) this Agreement has been filed with the Chancery Clerk of Oktibbeha County, Mississippi and the Mississippi Secretary of State.

WITNESS the signatures of the duly authorized officers of the County, the City and OCEDA as of the date first above written.

OKTIBBEHA COUNTY, MISSISSIPPI

By:____
President, Board of Supervisors

ATTEST:

______________________________ Date: ___________________________________
Clerk, Board of Supervisors

(SEAL)

CITY OF STARKVILLE, MISSISSIPPI

By:____
Mayor

ATTEST:

______________________________ Date: ___________________________________
City Clerk

(SEAL)

OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:____
President, Board of Trustees

ATTEST:

______________________________ Date: ___________________________________

PUBLIC APPEARANCES:

Ms Dorothy Issac asked the Board to support Dr. Prince. She asked that the Alcohol Ordinance be left unchanged and explained her belief that nothing happens after midnight that cannot happen before. She also requested that more development be done on the north side of Starkville.

PUBLIC HEARINGS:

SECOND PUBLIC HEARING OF THE AMENDMENT OF THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI.

Mayor Spruill opened the Public Hearing and called for public comments noting there would be fifteen minutes designated for the pro amendment speakers and fifteen minutes for the speakers against the amendment.

Offering comments in support of amending Ordinance 2009-06: Jennifer Prather, Hunter Harrington, Jeremy Murdock, Julie Brown, Alana Prentiss, Lexie Landry, Layton Little and David Stides.

Offering comments in opposition of amending Ordinance 2009-06: Rozanne Bell, Sabrina Campbell, Marnita Henderson and Kelsey Van Avery.

Offering comments neutral to the amendment, but requesting it pass with guidance and enforcement was David Mullendor.

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

FIRST PUBLIC HEARING ON THE REPEAL OF THE ADMINISTRATIVE ADJUDICATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

Mayor Spruill opened the Public Hearing and called three times for comments. There being none, the Mayor closed the Public Hearing.

FIRST PUBLIC HEARING ON AMENDING THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

Mayor Spruill noted the sections proposed to be changed to the 2008-08 Smoking Ordinance to include electronic cigarettes in the definition of smoking products.

Mayor Spruill opened the Public Hearing and called for public comments noting there would be fifteen minutes designated for the pro amendment speakers and fifteen minutes for the speakers against the amendment.

Offering comments in support of amending Ordinance 2008-08: Yolanda Prewitt, Dorothy Isaac and Allison Tiffen.

Offering comments in opposition of amending Ordinance 2008-08: Cleveland Pollard, Joseph Enfinger, Rob Roberts and Mike Jeffcoats,

The time limit having run out, the Mayor closed the Public Hearing to the public.

Alderman Sistrunk discussed the proposed changes to the Ordinance and her support of the changes. Alderman Carver proposed considering allowing electronic cigarettes inside businesses only in the business of selling electronic cigarettes and products associated with them.

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

15. CONSIDERATION OF THE APPOINTMENT OF A SCHOOL BOARD MEMBER TO FILL THE POSITION HELD BY ANNE STRICKLIN WITH THE TERM ENDING MARCH 2019.

Alderman Walker recused himself from the meeting.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, to appoint Sumner Davis to the vacant School Board position, the Board voted as follows:

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

Having received a tie vote, the Mayor voted nay and declared the motion failed.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, to appoint Dr. Debra Prince to the vacant School Board, the Board voted as follows:

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

16. CONSIDERATION OF AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI REFERENCING DISTANCE, HOURS OF SALE AND PERCENTAGE OF CONTENT.

Alderman Walker offered a motion to amend City Ordinance 2009-06, Municipal Code Section Chapter 10 to the Ordinance as presented below. The motion was duly seconded by Alderman Sistrunk. Following discussion, the Board voted as follows:

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

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

ORDINANCE NUMBER
2017-05

AN ORDINANCE AMENDING THE CITY'S ORDINANCE RELATED TO ALCOHOLIC BEVERAGES TO INCREASE THE HOURS OF SALE; ADJUST THE DEFINITION OF BEER TO CONFORM TO STATE STATUTE; AND TO ADJUST THE DISTANCE REQUIREMENTS FOR SALE OF ALCOHOLIC BEVERAGES TO CONFORM WITH STATE STATUTE

WHEREAS, the State of Mississippi has granted to the State Tax Commission extensive regulatory powers and responsibilities over the sale and distribution of alcoholic beverages, beer, and light wine, which have been delegated to the Alcoholic Beverage Control Division under Mississippi Code Annotated §67-1-1, *et seq.* (1972, as amended) and Mississippi Code Annotated §67-3-1, *et seq.* (I 972, as amended); and

WHEREAS, the authority of a municipality to regulate the sale of beer and light wine is allowed by law under Mississippi Code Annotated §67-3-65 (1972, as amended), including enforcing such proper rules and regulations for fixing zones and territories, prescribing hours of opening and closing, and for such other measures as will promote public health, morals, and safety as they may by ordinance provide; and

WHEREAS, the Mayor and Board of Aldermen find that it is in the best interest of the City of Starkville to amend its City Ordinance Numbers 2009-06, 2005-02 and 2006-Sa under the authority of Mississippi Code Annotated §67-3-65 (1972, as amended) to prescribe hours of opening and closing, to establish alcohol content, and to designate territories surrounding churches and schools in which beer and light wine shall not be sold or consumed, and for such other measures as will promote public health and safety, as they may by ordinance provide;

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that Ordinance Numbers 2005-02, 2009-06 and 2006-Sa of the City of Starkville Code of Ordinances, Chapter I 0, Alcoholic Beverages as adopted, are amended as follows:

1. Sec. **10-36. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Beer and *light wine* are defined by MCA 1972, § 67-3-3 and by this article as follows:

(a) "Beer" means a malt beverage as defined in the Federal Alcohol Administration Act and any rules and regulations adopted pursuant to such act of an alcohol content of not more than eight percent (8%) by weight; and

(b) "Light wine" means wine of an alcohol content of not more than five percent (5%) by weight.

Permittee is a person or entity who has obtained a beer permit from the ABC Division of the Mississippi Tax Commission under MCA 1972, § 67-3-1 7, as amended.

2. Sec. I 0-38. Territory where sale is prohibited.

(a) *On-premises Consumption.* No beer or light wine shall be sold for on-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured from the nearest point of entry to the building housing the church, school, kindergarten or funeral home to the nearest point of the premises which consists of the floor planned area to be licensed by the Commission. This distance shall be measured in a straight line, such as air line distance, rather than the usual route of pedestrian travel.

(b) *Off-premises Consumption.* No beer or light wine shall be sold for off-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured by the same eriteria as listed in subsection (a) above.

3. Sec. l 0-39. Hours when sale is prohibited.

No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 12:00 midnight and 7:00 a.m. on Monday through Wednesday. The legal hours shall be extended on Thursday, Friday, and Saturday nights from 12:00 midnight to 1 :00 a.m. No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 1 :00 a.m. and 11:00 a.m. on Sunday and after I 2:00 midnight on Sunday night.

4. Sec. I 0-103. Commercial establishments-Hours of sale .

No person, partnership, or corporation, nor any agent or employee thereof, operating a public or private commercial establishment shall permit the consumption of alcoholic beverages on the premises of such establishment between the hours of 1 :00 a.m. and 7:00 a.m., provided, however, that nothing in this section shall be construed to alter or amend the requirements of Section I 0-39, as shown above, or to permit the sale, distribution, giving away, or storage of alcoholic beverages at any time on Sunday, unless otherwise permitted by the laws of the state or the ordinances of the city.

5. Sec. 10-43. Severability.

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

This Ordinance shall amend the City of Starkville duly adopted Code of Ordinances, Chapter 10, Alcoholic Beverages, Article II, Sections 10-36, 10-38; 10-39, 10-43 and 10-103.

This Ordinance Number 2017-05 shall amend Ordinance Numbers 2009-06, 2005-02and 2006- 8a and shall be in full force and effect thirty (30) days after its passage and publication.

The Clerk is directed to cause this Ordinance to be published one time in the Starkville Daily News and to obtain proof of publication thereof.

17. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, seconded by Alderman Vaughn, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

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

18. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF A PERSONNEL GRIEVANCE OF AN EMPLOYEE AND THE PURPOSE OF LAND ACQUISITION AS RELATED TO THE CITY LANDFILL.

Alderman Little offered a motion to enter Executive Session for the purpose of a personnel grievance of an employee and the purpose of land acquisition as related to the City landfill on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

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

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of a personnel grievance of an employee and the purpose of land acquisition as related to the City landfill on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

19. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to return to Open Session, the Board voted as follows:

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

20. CONSIDERATION OF THE DENIAL OF AN EMPLOYEE GRIEVANCE.

Upon the motion of Alderman Perkins, duly seconded by Alderman Sistrunk, to deny the relief requested of the employee grievance of Anthony Davis in the Starkville Utilities Water Division, the Board voted as follows:

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

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

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

21. CONSIDERATION TO COMMENCE EMINENT DOMAIN ACQUISITION.

Upon the motion of Alderman Perkins, duly seconded by Alderman Walker, to commence eminent domain to acquire approximately 3.86 acres on the north and south sides of Bayleaf Lane owned by the Vinnie Tims Jackson Estate, part of parcel number 115-15-016.00 and approximately 4.48 acres on the west side of Bayleaf Lane owned by Daniels Investment, LLC, part of parcel number 115-15-012.00, the Board voted as follows:

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

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

22. MOTION TO ADJOURN UNTIL OCTOBER 3, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until October 3, 2017 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2017.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)