

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
June 5, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 5, 2018 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked to remove the Minutes of May 25, 2018 Special Call Meeting from consent.

Mayor Spruill asked to remove the Resolution of Intent to Grant Tax Exemption from Board Business Item 1.

Mayor Spruill asked to remove 1040 N Montgomery Street, parcel 117E-00-029.00 from Community Development – Code Enforcement Item 1.a. in that substantial improvement to the property has been accomplished.

Alderman Perkins requested the following five items be removed from Consent:

Minutes of May 25, 2018 Budget Work Session

Board Business Item X. 2. Consideration of Starkville Country Club Fireworks Show

Human Resource Item G. 1. Authorization to hire Part-Time Seasonal Program Specialists

Human Resource Item G. 2. Authorization to hire Part-Time Seasonal Program Specialists

Human Resource Item G. 3. Authorization to hire Park Ground & Facilities Supervisor

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

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

Alderman Carver offered a motion, duly seconded by Alderman Sistrunk, to approve the June 5, 2018 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver Voted: Yea

Alderman Sandra Sistrunk Voted: Yea

Alderman David Little Voted: Yea

Alderman Jason Walker Voted: Yea

Alderman Patrick Miller Voted: Yea

Alderman Roy A'. Perkins Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, JUNE 5, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

Alderman Little will appear telephonically

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE MAY 1, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MAY 11, 2018 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MAY 25, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MAY 25, 2018 BUDGET WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introductions:

Mary Ivy – Finance & Administration

Javier Clay – Street Department

Theresa Celestine – Dispatcher, Police Department

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. STARKVILLE AREA ARTS COUNCIL

B. ERLE CHENNEY – PARKING IN RESIDENTIAL AREAS

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING AND DISCUSSION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

IX. MAYOR'S BUSINESS

1. REQUEST AUTHORIZATION TO ADVERTISE FOR TWO (2) TEMPORARY SEASONAL EMPLOYEES ASSIGNED TO THE STREETS DEPARTMENT.

X. BOARD BUSINESS

1. CONSIDERATION OF A REQUEST ON BEHALF OF SOUTHWIRE FOR EXEMPTION FROM CERTAIN AD VALOREM TAXES FOR A PERIOD OF TEN (10) YEAR ON PROPERTY ADDITIONS MADE BY SUCH COMPANY IN 2017 AS PART OF AN EXPANSION OF ITS INDUSTRIAL FACILITY AND/OR OPERATIONS LOCATED IN STARKVILLE, MISSISSIPPI.
2. CONSIDERATION TO ALLOW STARKVILLE COUNTRY CLUB TO HAVE A FIREWORKS SHOW ON ITS PROPERTY TUESDAY, JULY 3, AT 9:00 P.M.
3. UPDATE ON CONTRACT STATUS WITH PAFFORD EMERGENCY MEDICAL SERVICES, INC.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION FOR APPROVAL OF THE RSI MAINTENANCE / REPAIR AGREEMENT FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) AT GEORGE M. BRYAN FIELD.
2. CONSIDERATION FOR APPROVAL OF THE RSINET SERVICE AGREEMENT / SERVICE ORDER FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

- a. PUBLIC HEARING AND CONSIDERATION OF WHETHER PROPERTIES LOCATED ON TAX PARCELS 118N-00-112.00 (608 GREENSBORO ST), 118O-00-250.00 (109 BEATTIE ST), 119-30-007.00 (1371 BABYLON ST), 102B-00-321.00 (212 WEST GILLISPIE ST), AND 118P-00-116.00 (307 APPLE ST) ARE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISSISSIPPI CODE ANN. 21-19-11.

2. PLANNING

- a. PUBLIC HEARING AND CONSIDERATION OF RZ 18-02: A REQUEST TO REZONE 1 LOT LOCATED ON THE WEST SIDE OF LOUISVILLE STREET +/-100' SOUTH OF THE INTERSECTION OF ACADEMY ROAD FROM R-4 TO C-1 WITH THE PARCEL NUMBER 102J-00-011.01.
- b. PUBLIC HEARING AND CONSIDERATION OF VA 18-02: A REQUEST FOR VARIANCE RELIEF FROM SIDEWALK AND STREET DESIGN REQUIREMENTS FOR A PROPOSED SUBDIVISION LOCATED ON THE SOUTH SIDE OF HIGHWAY 182 +/-530' EAST OF THE INTERSECTION WITH STARK ROAD IN AN R-E ZONE WITH THE PARCEL # 102D-00-015.00.
- c. CONSIDERATION OF LW 18-01: A REQUEST FOR LANDSCAPE WAIVER FROM CANOPY TREE REQUIREMENTS FOR THE PROPOSED FEMA COMMUNITY SAFE ROOM AT SOUTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND INDUSTRIAL PARK ROAD IN A M-1 ZONE WITH THE PROPERTY #102K-00-012.00.

- d. CONSIDERATION OF LW 18-02: A REQUEST FOR LANDSCAPE WAIVER FROM INTERIOR PARKING AREA REQUIREMENTS FOR THE PROPOSED RENOVATION TO LINDSEY WARNER DENTAL OFFICE AT 303 HOSPITAL ROAD IN A C-1 ZONE WITH THE PROPERTY # 118J-00-042.00.
- e. CONSIDERATION OF LW 18-03: A REQUEST FOR LANDSCAPE WAIVER FROM PERIMETER AND LANDSCAPE STRIP REQUIREMENTS FOR THE PROPOSED SLIM CHICKENS RESTAURANT AT 518 SOUTH MONTGOMERY IN A C-2 ZONE WITH THE PROPERTY #102A-00-278.00.
- f. CONSIDERATION OF ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO PREPARE A DOWNTOWN STARKVILLE DESIGN GUIDELINES.
- g. CONSIDERATION TO ADVERTISE FOR STATEMENT OF QUALIFICATIONS FROM PROFESSIONALS TO APPLY FOR U. S. DEPT OF TRANSPORTATION AND APPALACHIAN REGIONAL COMMISSION GRANTS TO IMPLEMENT THE DR. MARTIN LUTHER KING, JR. DRIVE / HWY 182 CORRIDOR PLAN AND TO MAKE OTHER IMPROVEMENTS.
- h. CONSIDERATION OF RENAMING BEATTIE STREET AND SHORT BEATTIE STREET TO ROOSEVELT TAYLOR SR. STREET.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION TO AUTHORIZE THE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO REPLACE A 2001 MODEL, STATE CONTRACT NUMBER 8200036002, TO BE USED BY THE STREET DEPARTMENT OF THE CITY OF STARKVILLE AND FOR THE CITY CLERK / CFO TO OBTAIN FINANCING LEASING QUOTES.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 30, 2018 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

- 1. REQUEST APPROVAL TO ISSUE A COMMERCIAL BURN PERMIT TO YORK DEVELOPMENT TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT AT THE HWY 12/BYPASS BEHIND LAQUINTA HOTEL.

2. REQUEST PERMISSION FOR FIRE CHIEF YARBROUGH TO ATTEND THE FIRE RESCUE INTERNATIONAL CONFERENCE IN DALLAS, TX ON AUGUST 8-11, 2018 WITH ADVANCED TRAVEL NOT TO EXCEED \$1300.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE KIRKLAND WEBBER, AS A PART-TIME SEASONAL PROGRAM SPECIALIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE KELLY CONGER AND SWAYZE PILLOW, AS A PART-TIME SEASONAL PROGRAM SPECIALIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE SHANE MCMULLEN, AS A GROUND & FACILITIES SUPERVISOR IN THE STARKVILLE PARKS RECREATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE BRADLEY ROBERSON AND CASEY WALLACE, AS MAINTENANCE WORKER II IN THE STREETS DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO AUTHORIZE THE SELECTION OF PYRO SHOWS TO BE USED AS THE FIREWORKS VENDOR BY THE PARK AND RECREATION DEPARTMENT OF THE CITY OF STARKVILLE FOR THE 4TH OF JULY CELEBRATION AND AUTHORIZATION FOR THE MAYOR TO SIGN THE REQUIRED CONTRACT WITH PYRO SHOWS.
2. CONSIDERATION TO AUTHORIZE THE PURCHASE OF A WATER BUCKET FEATURE IN THE AMOUNT OF \$8,602.00 FROM LANDSCAPE STRUCTURES, THE LOWEST OF TWO QUOTES, TO BE INSTALLED AT THE J. L. KING SENIOR MEMORIAL PARK SPLASH PAD, TO BE REIMBURSED BY THE STARKVILLE PILOT CLUB.
3. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND STARKVILLE-MSU AREA RAPID TRANSIT (SMART), AND APPROVAL FOR THE MAYOR TO SIGN THE MOU.
4. CONSIDERATION OF THE APPROVAL OF THE PARKS VENDOR AGREEMENT TO USE FOR EVENTS INCLUDING THE 4TH OF JULY EVENT, SCHEDULED FOR JULY 4, 2018.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW SGT. KENNETH WATKINS PERMISSION TO TAKE SIX (6) CREDIT HOURS AT MSU AS ALLOWED WITHIN THE EXISTING CITY POLICY AS IT PERTAINS TO REIMBURSABLE EDUCATIONAL COURSES.
2. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE

2018 SUMMER EDUCATIONAL CONFERENCE, IN BILOXI, MS ON JUNE 26-29, 2018. CHIEF NICHOLS IS AN EXECUTIVE MEMBER OF THE ASSOCIATIONS SERVING ON THE PLANNING AND EVENTS COMMITTEE, TO BE REIMBURSED THROUGH THE CHIEF'S ASSOCIATION.

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE A TEN FOOT CUTTER FROM WADE EQUIPMENT, THE LOWER OF TWO QUOTES, AT A COST OF \$7,500.00.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO SOLICIT BIDS FOR NEW HVAC SYSTEM FOR THE STARKVILLE UTILITIES BUILDING.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR STARKVILLE UTILITIES – ELECTRIC DIVISION FOR JULY 1 THROUGH DECEMBER 30, 2018.
3. REQUEST AUTHORIZATION FOR DONALD SMITH COMPANY, INC. TO PROVIDE MAINTENANCE FOR THE BLUEFIELD #1 WELL ELEVATED TANK AND CURRY STREET WELL TO PROVIDE REPAIRS.
4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE TO VANGUARD VBT-75 S2 VACUUM BOTTLE TESTER FROM GARNER-LUMLEY FOR \$8,500.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

- A. PERSONNEL
- B. PENDING LITIGATION

XV. **OPEN SESSION**

XVI. **RECESS UNTIL JUNE 19, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

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

Consent items 2 – 22:

2. CONSIDERATION OF THE MINUTES OF THE MAY 1, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 1, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MAY 11, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the May 11, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF THE RSI MAINTENANCE / REPAIR AGREEMENT FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the RSI Maintenance / Repair Agreement for the Automated Weather Observations System (AWOS) at George M. Bryan Field" is enumerated, this consent item is thereby approved.



PO Box 1260 Millington, TN 38083 (800) 261-1774 www.remotesys.com

MAINTENANCE / REPAIR AGREEMENT

Total three (3) pages plus exhibit A

Site:

Facility or System: **Automated Weather Observations System (AWOS)**

Start date: _____ Term (Circle one) 1 year 2year 3 year

Details of charges:

AWOS maintenance per year: **\$ 2400.00**

Includes no-charge unscheduled repair / maintenance trips subject to limitations herein

For catastrophic non-covered failures the following charges apply:

Trip charge: **\$ 800.00**

Non-covered unscheduled maintenance / repairs, per day beginning on 2nd on-site day: **\$ 500.00**

Payment terms: net 30 days

This agreement subject to attached Terms and Conditions.

Customer

Remote Systems Integration

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This agreement is entered into by the "Customer" and Remote Systems Integration "RSI" subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

TERM OF AGREEMENT: This agreement shall become effective on the 'start date', and unless terminated under provisions listed herein shall remain in effect for the term selected.

- **RENEWAL OF AGREEMENT:** This agreement shall renew automatically for one (1) year at the 'end date' unless at least sixty (60) days prior to the 'end date' either party gives notice that the agreement will be terminated at the 'end date' or any subsequent expiration date as a result of the automatic renewal.
- **SCHEDULED MAINTENANCE:** The term 'scheduled maintenance' defines all periodic inspections required by the manufacturer or controlling government authority of sites under such jurisdiction.
- **UNSCHEDULED MAINTENANCE:** Site trips required to restore the facility to full operation after a failure of the system or any subsystem.

The following incidents are EXCLUDED from no-charge unscheduled maintenance visits:

Major damage resulting from lightning, severe weather, misuse or abuse of equipment, collision with any type of vehicle or machinery, and criminal activity. Major damage is defined as a failure of the entire system or multiple subsystems or structural damage requiring more than two (2) days on-site repair or requiring subcontractors such as civil and electrical. Subcontractor charges will be billed.

The addition or removal of any component or accessory, improvement, or attachment required by the manufacturer or controlling government authority.

Specific request for changes to operating settings, configurations, and adjustments to the system unless performed during a normal inspection or maintenance visit.

- **PARTS:** Scheduled maintenance shall include without additional charge all necessary expendable parts to perform the required inspections and facility maintenance such as touch-up tower paint, cable ties, clamps, wire terminals, weatherproofing tape and sealant, and fuses. Replacement of major parts and components or parts necessary for periodic refurbishment per manufacturer's requirements will be coordinated, installed, and billed by RSI.
- **CHARGES:** Charges for each type of service are set forth in Page 1 of this agreement. Charges listed on Page 1 are exclusive of any applicable federal, state, or local taxes. Maintenance visits are billed at the conclusion of the visit.
- **WARRANTY:** RSI warrants all workmanship for a period of 30 days from date performed. Parts are warranted in accordance with the manufacturer's warranty.
- **CUSTOMER RESPONSIBILITY:** The customer agrees to allow only RSI personnel or those authorized by RSI access to the facility or system, with the exception of any representative of any controlling government agency or other legally authorized entity such as law enforcement personnel. Customer further agrees to perform any user maintenance as required by the manufacturer or controlling government agency. Customer agrees that RSI will follow any directive or order concerning the facility made by the controlling government authority (such as the FAA in the

case of airport navigation or weather observation equipment) regardless of whether this directive or order conflicts with any directives or requests by the customer.

- **RESPONSE TIME:** RSI will initiate response as soon as possible when notified of a facility failure. Calls are handled in the order received with full outages having priority. RSI reserves the right to delay work on a facility due to unsafe conditions due to lightning and other hazards to personnel.
- **METHODS OF WORK:** RSI will perform required inspections as dictated by the manufacturer and/or controlling government agency as specified in the attached Exhibit A for this particular facility. All inspections and repair will conform to government agency regulations, manufacturer's specifications, and good engineering practice. Instances where a maintenance call is made to the facility, the normal routine inspections will also be made if possible where such a maintenance call falls within any time windows specific for that facility. However, RSI will immediately respond to controlling government agency instructions or any instance where the safety of users of the equipment may be jeopardized without regards to the above. Customer agrees to cover any applicable charges when such directive fall under 'unscheduled maintenance'.
- **NON-PAYMENT or DEFAULT:** RSI may terminate this agreement at any time for failure of the customer to pay for services rendered and billed under this agreement.
- **PROCEDURES FOR NOTIFICATION OF FAILURE:** In the event of a facility failure, the customer shall so notify RSI as soon as practical via the following methods:

Telephone / voice mail (800) 261-1774 Option 2 (primary and preferred)
e-mail: info@remotesys.com

RSI will notify the customer of receipt of the failure notification as soon as it is received. Notifications not acknowledged are not valid. Any new contact names and numbers will be furnished to customer when available.

- **MISCELLANEOUS:** This agreement constitutes the entire agreement between the parties listed on page 1. This agreement may only be modified in writing signed by authorized representatives of both parties. This agreement may not be assigned or transferred without agreement of both parties except adjunct to the sale of RSI or the customer business.

EXHIBIT A

Specific services for Automated Weather Observation Systems used in the National Airspace System and recognized by the Federal Aviation Administration:

RSI will perform periodic scheduled inspection / calibration visits as specified in the FAA Order concerning maintenance of Automated Weather Observations Systems. The annual visit on or near the anniversary of the site commissioning will be coordinated with the Federal Aviation Administration and an FAA inspector will be present during the inspection to revalidate the facility for the coming year. Other inspections will be performed on a minimum 120 to maximum 150 day intervals. These inspections consist of comparing all sensors to calibrated standards or test equipment and verifying proper operation of the system, along with parameters such as Ground-To-Air radio power and modulation limits. All repairs, adjustments, and measurements made during these visits will be documented on the appropriate FAA or factory forms, and copies of these forms forwarded to the FAA as required. All work will be done in accordance with FAA and FCC regulations and good engineering practice.

RSI will respond to any maintenance call as outlined in the 'response time' section of the contract, and will repair or replace any defective component with charges for parts only for all 'covered maintenance' items. The FAA allows a window of time for scheduled inspections, and if the maintenance visit falls within a window for such an inspection, it shall also be performed at that time.

Routine site verification:

RSI will check the facility using the Remote Maintenance Monitor Functions periodically, however the FAA requires that the facility be monitored as much as necessary to ensure proper operation and that information transmitted to users is representative of actual weather conditions. It is the customer's responsibility to monitor the facility and to notify the

appropriate Flight Service Station for the issuance of a NOTAM (Notice to Airmen) and to disable the facility if directed should the facility report erroneous data. RSI authorizes the customer to take any reasonable action to prevent the facility from compromising flight safety without liability or charges under this contract.

5. CONSIDERATION OF APPROVAL OF THE RSINET SERVICE AGREEMENT / SERVICE ORDER FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the RSINet Service Agreement / Service Order for the Automated Weather Observations System (AWOS) at George M. Bryan Field” is enumerated, this consent item is thereby approved.



Remote Systems Integration PO Box 1260 Millington, TN 38083

(800) 261-1774

RSINet Service Agreement / Service Order

This agreement is entered into by the “Customer” and RSINet subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

- **DESCRIPTION OF SERVICE:** RSINet is an FAA approved electronic data delivery network designed to provide non-federally owned Automated Weather Observations System (AWOS) reports to the FAA's National Airspace Data Interchange Network (NADIN) for forwarding to air traffic control facilities and the National Weather Service for further dissemination to local weather offices, flight planning offices, weather data services and the general public. These reports will be forwarded at 20 minute intervals 24 hours a day as specified by the FAA.
- **TERM OF AGREEMENT:** This agreement shall become effective on the 'start date', and shall remain in effect for the period specified. The agreement will automatically renew for a one year term on each subsequent anniversary date unless 60 days notification is given by either party that the contract will not be renewed or needs to be updated.
- **INSTALLATION AND STARTUP:** Once the startup fee (if any) has been received, the RSINet hardware will be shipped to the customer. In most cases, the hardware can be easily installed by the customer or the AWOS maintenance technician. In certain cases, there may be additional hardware such as outside antennas necessary for reliable service. Determination of any additional requirements will be determined solely by RSINet based on site reliability analysis. For new sites, start of service will be dependent upon the FAA and National Weather Service database update schedules, which may result in an up to 60 day delay.
- **CHARGES:** Charges for RSINet service will be billed each quarter for the previous 3 months of service unless yearly billing is requested. All invoices are Net 30 days. Customer is responsible for any federal, state, or local taxes. Service may be suspended for non-payment without notice. If service is suspended for non-payment, charges will continue until the equipment is returned.
- **CUSTOMER RESPONSIBILITY:** It is the responsibility of the AWOS owner to ensure that the AWOS unit is equipped to provide properly formatted METAR weather reports at 5 minute intervals to the RSINet network interface. AWOS units manufactured by All-Weather, Inc. currently have built in NADIN ports. However, on AWOS units built by Vaisala, Inc. the NADIN output interface is an OPTION, and the customer must insure that the option is installed and operating prior to connecting the RSINet equipment. Purchase and installation of the Vaisala NADIN option is the responsibility of the customer.

- **WARRANTY:** The RSINet Network hardware is warranted for the lifetime of the RSINet contract. If it fails, RSINet will replace it at no charge. This warranty excludes lightning, abuse, unauthorized modification or adjustment, removal of the SIM card or any other component of the Interface or use with any antenna or power supply other than those provided with the unit or subsequently by RSINet, or connection of the device to any other device than the AWOS for which it was originally delivered. Failed components must be returned to RSINet in a timely manner to avoid charges for the equipment.
- **NETWORK RELIABILITY – LIMITATIONS:** The RSINet network relies upon a number of separate third party systems not directly under the control of RSINet. These can include any number of Internet Service Providers (ISP's), wireless data carriers, the Federal Aviation Administration, and others. Because of the technical nature of the internet, RSI cannot control the various carriers and systems that handle data from the AWOS site to the datacenter. Therefore, RSINet makes no warranty as to the reliability of the service, except that outages will be responded to immediately and restoral efforts will be made on a priority basis and good faith effort at all times.
- **HARDWARE:** The RSINet Network interface device and all associated hardware remains the property of RSINet and must be returned at the conclusion of this service agreement.
- This contract is transferrable upon sale or transfer of RSINet, LLC.

Pricing: (per site)

Startup: Hardware, installation and setup	\$ N/C
Service: Monthly service, billed quarterly	\$ 60.00

Requested start date: _____ Term (circle one) 1year 2year 3 year

Required Site Specific Information:

Billing E-mail Address: _____

Airport e-mail (if different) _____

Airport contact name and phone _____

Shipping Address (include phone): _____

ATTN: _____

Billing Address: _____

ATTN: _____

Airport Site ID(s): _____

AWOS manufacturer: _____

AWOS technician name and phone number _____

RSINet:

Customer:



Name: Thomas Nichols

Title: Owner

Date:

RSINet contract Rev.2.1 Feb 2018

6. CONSIDERATION OF ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO PREPARE A DOWNTOWN STARKVILLE DESIGN GUIDELINES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of entering into a memorandum of agreement with the Mississippi Department of Archives and History (MDAH) to accept a Certified Local Government Grant (CLG) to prepare a Downtown Starkville Design Guidelines at a cost of \$6,500 to the City” is enumerated, this consent item is thereby approved.



HISTORIC PRESERVATION
Jim Woodrick, director
PO Box 571, Jackson, MS 39205-0571
601-576-6940 • Fax 601-576-6955
mdah.state.ms.us

May 21, 2018

Buddy Sanders
CLG Project Coordinator
110 West Main Street
Starkville, MS 39759

Dear Buddy:

Congratulations again on Starkville receiving a FFY 2018 CLG Grant for Downtown Starkville Design Standards!

Enclosed are two copies of the Memorandum of Agreement (MOA) between the City of Starkville and the Mississippi Department of Archives and History. Please review them, have the mayor sign where indicated, and return them to me. I will have Katie Blount sign them and return an original to you for the city's records.

If we do not have the MOA returned by July 9, 2018, we will assume that the City is not accepting the grant and will reallocate funds to other projects.

I will need to have the proposed consultant's bid for the work on file in order to write the three-party contract between the Consultant, City, and MDAH. **Work cannot begin on the project until the three-party contract is in place.**

If you have any questions, please call or email me. I look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelby Tipton".

Shelby Tipton
CLG Grants Administrator
enclosures

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Starkville**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a Historic marketing/publications project to be completed in Starkville, Oktibbeha County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Starkville and **August 1, 2019**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 13,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a **matching basis**. The Grantee is required to provide **at least** 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to **reimburse** the Grantee **\$ 6,500.00** or 50% of eligible final project costs, **whichever is less**, based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2019**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2019**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted by the consultant.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 26, 2018; January 25, 2019; and April 26, 2019** as well as the Project Completion Report on **August 1, 2019** and the Reimbursement Request (with supporting materials) by **August 31, 2019**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2019**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Two (2) hard copies of the Downtown Starkville Design Standards
- One (1) electronic copy of the Downtown Starkville Design Standards (PDF file preferred)

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2019**.

A final expense summary, due **August 31, 2019**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
State Historic Preservation Officer

Date

BY

Honorable Lynn Spruill
Mayor of Starkville

Date

Return to:

Shelby Tipton
CLG Grants Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

1. This project will include the development of Downtown Starkville Design Standards.
 - a. The final project should include a pdf document consistent with the existing Standards for Starkville's historic districts.
 - b. The document should include design standards and recommendations for property owners in Starkville's Downtown Historic District, including drawings and photographs of downtown structures.
2. MDAH requires submission of material layout and text before the publication is finalized.

ATTACHMENT B: Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State

management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C- 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official

Title

Applicant Organization

Date Submitted

7. CONSIDERATION OF RENAMING BEATTIE STREET AND SHORT BEATTIE STREET TO ROOSEVELT TAYLOR SR. STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to rename Beattie Street and Short Beattie Street to Roosevelt Taylor Sr. Street” is enumerated, this consent item is thereby approved. The West Main Community Association made a request, with petitions containing signatures of the residents of the effected streets, to rename Beattie and Short Beattie to Roosevelt Taylor Sr. Street.

8. CONSIDERATION OF THE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO REPLACE A 2001 MODEL, STATE CONTRACT NUMBER 8200036002, TO BE USED BY THE STREET DEPARTMENT OF THE CITY OF STARKVILLE AND FOR THE CITY CLERK / CFO TO OBTAIN FINANCING LEASING QUOTES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a JCB 110W Rubber tire excavator to replace a 2001 model, state contract number 8200036002 to be used by the Street Department of the City of Starkville and for the City Clerk / CFO to obtain financing leasing quotes and once the replacement equipment is procured, the retired 2001 Schaeff Rubber tire Excavator be sold to recoup some of the purchase expense” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL TO ISSUE A COMMERCIAL BURN PERMIT TO YORK DEVELOPMENT TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT AT THE HWY 12/BYPASS BEHIND LAQUINTA HOTEL.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to issue a commercial burn permit to York Development to burn cleared debris associated with a construction project to occur at the Hwy 12/Bypass behind Laquinta Hotel” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF PERMISSION FOR FIRE CHIEF YARBROUGH TO ATTEND THE FIRE RESCUE INTERNATIONAL CONFERENCE IN DALLAS, TX ON AUGUST 8-11, 2018 WITH ADVANCED TRAVEL NOT TO EXCEED \$1300.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Fire Chief Yarbrough to attend the Fire Rescue International Conference in Dallas, Tx on August 8-11, 2018 with advanced travel not to exceed \$1300.00” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE BRADLEY ROBERSON AND CASEY WALLACE, AS MAINTENANCE WORKER II IN THE STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Bradley Roberson and Casey Wallace, as Maintenance Worker II in the Street Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF THE SELECTION OF PYRO SHOWS TO BE USED AS THE FIREWORKS VENDOR BY THE PARK AND RECREATION DEPARTMENT OF THE CITY OF STARKVILLE FOR THE 4TH OF JULY CELEBRATION AND AUTHORIZATION FOR THE MAYOR TO SIGN THE REQUIRED CONTRACT WITH PYRO SHOWS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the selection of Pyro Shows to be used as the fireworks vendor for the 4th of July Celebration in the amount of \$8,499.00 and authorization for the Mayor to sign the required contract with Pyro Shows.” is enumerated, this consent item is thereby approved.

Contract Agreement

This Agreement made this 5th day of June 2018, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **City of Starkville, MS** with its principle place of business located at 110 W Main St Starkville , in the State of Mississippi, hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #18MS07-04C8499-000393 dated this 10th day of May, 2018. The Show will be given on the 4th day of July, 2018. Rain date/postponement date: N/A
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** N/A
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- IX. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.



- X. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- XI. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show.
- XII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. **PAYMENT TERMS:** City of Starkville, MS shall pay PYRO SHOWS \$8,499.00 plus applicable taxes in the amount of \$0 for a grand total of \$8,499.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$4,249.50) upon return of signed contract by upon receipt. Balance will be due in the PYRO SHOWS office prior to day of show ☐ day of show ☒
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.
All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ DATE: _____
Michael E. Walden, Vice President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

13. CONSIDERATION OF THE PURCHASE OF A WATER BUCKET FEATURE IN THE AMOUNT OF \$8,602.00 FROM LANDSCAPE STRUCTURES, THE LOWEST OF TWO QUOTES, TO BE INSTALLED AT THE J. L. KING SENIOR MEMORIAL PARK SPLASH PAD, TO BE REIMBURSED BY THE STARKVILLE PILOT CLUB.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a water bucket feature in the amount of \$8,602.00 from Landscape Structures, to be installed at the J. L. King Senior Memorial Park Splash Pad, the lowest of two quotes, and to accept reimbursement for the purchase from the Starkville Pilot Club” is enumerated, this consent item is thereby approved.

Two quotes received: Landscape Structures - \$ 8,602.00
Southern Recreation - \$ 9,430.00

14. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND STARKVILLE-MSU AREA RAPID TRANSIT (SMART), AND APPROVAL FOR THE MAYOR TO SIGN THE MOU.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Memorandum of Understanding (MOU) between the City of Starkville and Starkville-MSU Area Rapid Transit (SMART)” is enumerated, this consent item is thereby approved.

AGREEMENT

The purpose of this Agreement is to formalize the terms and conditions related to the use of transportation services by the City of Starkville (“Contractor”) and Mississippi State University, by and on behalf of the Starkville MSU Area Rapid Transit (“SMART”) for the purposes of the National Recreation and Parks Association (NRPA)/Wal-Mart Foundation Rural Communities Healthy Out-of-School Time grant.

Unless otherwise stated, the contact person for Contractor shall be:

Lynn Spruill, Mayor
City of Starkville
110 West Main Street
Starkville, MS 39759
662-323-2525

The contact person related to services for Mississippi State University/SMART shall be:

Jeremiah Dumas, Director
Parking, Transit, and Sustainability
Mailstop 9568
Mississippi State, MS 39762
662-325-1827
jpd1@msstate.edu

The contact person related to contractual issues for Mississippi State University/SMART shall be:

Don Buffum, Director
Procurement & Contracts
PO Box 5307
Mississippi State, MS 39762
662-324-2861
dbuffum@procurement.msstate.edu

1. SMART shall provide transportation services to the Contractor for the purposes of the National Recreation and Parks Association (NRPA)/Wal-Mart Foundation Rural Communities Healthy Out-of-School Time grant. The services will be provided on weekdays (excluding Wednesday, July 4) beginning on Thursday, June 7, 2018 and ending on Wednesday, August 1, 2018.
2. SMART will provide the following equipment with properly licensed and trained drivers:

Transportation services including one shuttle on an agreed upon route and schedule including, but not limited to stops at J.L. King Park, Chandler Park, Conner Heights, Triangle Townhouses, and the Starkville Sportsplex. Service will commence each day at 12:30 pm and end at 4:00 pm.

The Contractor will pay to SMART a one-time fee of fifteen-thousand and no/100 (\$15,000.00) dollars. Should an additional vehicle be needed and if the man-power is available, it will be charged at seventy-five and no/100 (\$75.00) dollars per hour. Requests for additional shuttles shall be submitted in writing to Jeremiah Dumas at the address provided herein.

3. SMART will invoice the Contractor within 15 days after completion of services. Payment by check to SMART shall be made within 45 days after receipt of invoice and the completion of acceptable services.
4. Both SMART and Contractor recognize and acknowledge that the other, as a political subdivision of the State of Mississippi, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law is invalid.

5. No Obligation by the Federal Government.

- (1) SMART and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SMART, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

6. Access to Records. The following access to records requirements apply to this Contract:

- (1) Where SMART is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide SMART, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- (2) Where SMART enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide SMART, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until SMART, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (5) FTA does not require the inclusion of these requirements in subcontracts.

7. Federal Changes. Contractor and SMART shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SMART and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8. Termination for Convenience (General Provision). To the extent Contractor is providing services to SMART, SMART may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMART to be paid. If the Contractor has any property in its possession belonging to SMART, the Contractor will account for the same, and dispose of it in the manner SMART directs. To the extent SMART is providing services to Contractor, either SMART or Contractor may terminate this contract, in whole or in part, at any time by providing 30 days written notice to the other party. Upon any such termination, SMART shall be paid a prorated sum of the \$15,000.00 fee based on actual days serviced.

9. Civil Rights. The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor and SMART agree that they will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor and SMART agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor and SMART agree to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor and SMART agree to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor and SMART agree that they will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor and SMART agree to comply with any implementing requirements FTA may issue.
- (3) The Contractor and SMART also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
 - (4) The Contractor and SMART shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor and SMART shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor and SMART to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MSU deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

10. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor and SMART shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the

FTA terms and conditions.

11. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- (2) The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- (3) The certification in this clause is a material representation of fact relied upon by **Mississippi State University**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Mississippi State University** the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Disputes. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. All claims, counterclaims, disputes and other matters in question between the Contractor and SMART arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State of Mississippi.

13. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Contractor or SMART shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. Lobbying

- (1) Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.
- (2) Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]
 - a. Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- b. Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.
- (3) Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
 - (a) Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.
- (4) **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- (5) APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
- (6) Certification for Contracts, Grants, Loans, and Cooperative Agreements
 - a. *(To be submitted with each bid or offer exceeding \$100,000)*
 - b. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - c. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an 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.
 - d. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

- (7) The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (9) [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Approved:



Lynn Spruill, Mayor
City of Starkville



Don Buffum, CPPO, Director of
Procurement and Contracts, MSU

15. CONSIDERATION OF THE APPROVAL OF THE PARKS VENDOR AGREEMENT TO USE FOR EVENTS INCLUDING THE 4TH OF JULY EVENT, SCHEDULED FOR JULY 4, 2018.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Parks Vendor Agreement to use for all Parks events including the 4th of July Event, scheduled for July 4, 2018” is enumerated, this consent item is thereby approved.

Starkville Parks and Recreation Department

Vendor Application Form

VENDOR AGREEMENT APPLICATION

EVENT: _____

CITY FACILITY: _____

EVENT DATE(S): _____

BUSINESS NAME: _____

ADDRESS: _____, _____

Street Suite/Apt. #

_____, _____
City State Zip Code

BUSINESS TAX ID #: _____

CONTACT PERSON: _____

PHONE: _____ EMAIL ADDRESS: _____

SET UP TIME: _____ HOURS OF OPERATION: _____

PROPOSED ITEMS/SERVICES FOR SALE:

Policies

Fees

1. The vendor fee for the event is a non-refundable fee of \$50 per vendor. This fee, along with the Vendor Application Form, must be submitted to the Parks and Recreation Director or designee to consider issuance of a Vendor's Agreement.

Safety

1. All applicable local, state, and federal laws must be followed. All required permits must be displayed in a visible location at each booth.
2. All booths must be set up in a safe and secure manner. Cookers and grills must be roped off in a manner to ensure the safety of patrons and event staff. Fire suppression devices must be kept in a readily accessible location at each booth when required.

Vendor Needs

1. Vendors are required to bring all supplies needed for operation. This includes generators, power cords, safety fencing, water hoses, tables, tents, etc.

Requirements

1. All vendor booths must be completely set up and stocked by one hour prior to the event opening. Any devices that may cause harm to the grass, irrigation system, facility structure, or any City property are prohibited.
2. Signage at each booth must look professional. Each vendor must have a sign identifying the business name at each booth.

3. Stakes cannot be driven into the grass without specific permission from the Parks and Recreation Director or designee and doing a utility locate.
4. No vehicles are permitted to park on any grass areas. Facilities are to be left in the same condition in which they were found prior to vendor use. Each vendor is required to keep immediate areas around each booth clean. All waste produced as a result of vendor operations must be immediately transported to the dumpster by the Vendor. Grease, leftover food items, and sauce must be taken off-site by the Vendor for disposal.

WEATHER.

The Parks and Recreation Director or designee has the right to cancel or terminate an event at the Facility if weather conditions pose a hazard to people or property. Vendor is responsible for ensuring the safety of its guests, employees and equipment.

ABUSE OF FACILITY POLICIES. The City may terminate this Agreement for breach if Vendor violates any laws, ordinances, or policies, including Parks and Recreation Department Vending Policies or for any unreasonable risk to the health safety and welfare of the general public.

FACILITIES. Vendor shall only use the areas approved by the Parks and Recreation Director or designee. The Parks and Recreation Director or designee will meet with Vendor before the event to orient the Vendor as to available electrical and water outlets, appropriate vehicle parking, and storage areas. Vendor shall make no alterations to the Facility. Vendor must supply signage, tables, coolers, cash registers, security fencing, and personnel as appropriate to maintain a professional vending operation. All authorized personnel associated with Vendor must be in easily recognizable uniforms, clothing or identification badge.

FACILITY PROPERTY. No decorative or other materials shall be nailed, tacked, screwed, glued or otherwise physically attached to any part of the Facility without prior authorization from the Parks and Recreation Director or designee. Vendor agrees to leave the premises in as good condition as it was before Vendor's use. Vendor shall be responsible for all damages to the Facility and for costs of unreasonable wear and tear to the Facility, or for police and fire emergency or public safety services, dispatched to or provided at the Facility as a result of Vendor's use of the Facility. The City will invoice the Vendor for fees and costs related to repair or replacement of damaged City equipment or property.

VENDOR'S PROPERTY. The City shall assume no responsibility or liability for any property the Vendor places on or in City facilities or grounds.

INDEMNIFICATION. The Vendor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Vendor, or any third party.

RELEASE. The Vendor assumes full responsibility for the use of the Facility and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Vendor's use of the Facility. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Vendor, or any third party.

LAWS, ORDINANCES AND POLICIES. Vendor agrees to comply with all laws of the United States and the State of Mississippi, and City of Starkville ordinances, including Police and Fire Department requirements, all rules and regulations as may be adopted from time to time by the Board of Alderman governing the use of the Facility, and all applicable City policies and Parks and Recreation Department Vending Policies.

ANTI-DISCRIMINATION. Discrimination by the Vendor, its officers, agents, volunteers, or employees on account of age, race, color, religion, gender, physical disability or national origin in admission to the premises is prohibited.

GENERAL TERMS. The laws of the State of Mississippi govern this Agreement. Venue shall be in Oktibbeha County, Mississippi. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement may be amended only in writing by the parties hereto. No verbal agreements for the use of the Facility will be valid. All agreements must be confirmed in writing. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

ACCEPTED AND AGREED:

Vendor Business Name: _____
Vendor Representative Name Printed: _____
Vendor Representative Name Signed: _____
Date: _____

Approved by: _____
Name Printed Name Signed
Title: _____ Date: _____

16. CONSIDERATION TO ALLOW SGT. KENNETH WATKINS PERMISSION TO TAKE SIX (6) CREDIT HOURS AT MSU AS ALLOWED WITHIN THE EXISTING CITY POLICY AS IT PERTAINS TO REIMBURSABLE EDUCATIONAL COURSES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Sgt. Kenneth Watkins permission to take six (6) credit hours at MSU as allowed within the existing city policy as it pertains to reimbursable educational courses” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2018 SUMMER EDUCATIONAL CONFERENCE, IN BILOXI, MS ON JUNE 26-29, 2018. CHIEF NICHOLS IS AN EXECUTIVE MEMBER OF THE ASSOCIATIONS SERVING ON THE PLANNING AND EVENTS COMMITTEE, TO BE REIMBURSED THROUGH THE CHIEF’S ASSOCIATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Chief R. Frank Nichols to attend the 2018 Summer Educational Conference, in Biloxi, MS on June 26-29, 2018. Chief Nichols is an executive member of the associations serving on the planning and events committee and the expenses will be reimbursable through the Chief’s Association” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO PURCHASE A TEN FOOT CUTTER FROM WADE EQUIPMENT, THE LOWER OF TWO QUOTES, AT A COST OF \$7,500.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept the lower quote of \$7,500 from Wade Incorporated for a ten foot cutter.” is enumerated, this consent item is thereby approved.

Two quotes received:

Wade Equipment Inc. 10 foot cutter:	\$7,500.00
Thompson Machinery 10.5 foot cutter:	\$8,275.00

19. REQUEST AUTHORIZATION TO SOLICIT BIDS FOR NEW HVAC SYSTEM FOR THE STARKVILLE UTILITIES BUILDING.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to solicit bids for new HVAC System for the Starkville Utilities building” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR STARKVILLE UTILITIES – ELECTRIC DIVISION FOR JULY 1 THROUGH DECEMBER 30, 2018.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for Starkville Utilities for July 1 – Dec 30, 2018 – Electric Division” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION FOR DONALD SMITH COMPANY, INC. TO PROVIDE MAINTENANCE FOR THE BLUEFIELD #1 WELL ELEVATED TANK AND CURRY STREET WELL TO PROVIDE REPAIRS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to use Donald Smith Company, Inc. to provide maintenance for the Bluefield #1 Well Elevated Tank and Curry Street Well to provide repairs” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE TO VANGUARD VBT-75 S2 VACUUM BOTTLE TESTER FROM GARNER-LUMLEY FOR \$8,500.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote to Vanguard VBT-75 S2 Vacuum Bottle Tester from Garner-Lumley for \$8,500” is enumerated, this consent item is thereby approved.

Two quotes received:

Vanguard VBT-75 S2	\$8,700.00 Each	Industrial Instruments Works, Inc.
Vanguard VBT-75 S2	\$8,500.00 Each	Garner-Lumley

23. CONSIDERATION OF THE MINUTES OF THE MAY 25, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Miller, duly seconded by Alderman Sistrunk, offered a motion to accept the minutes of the May 25, 2018 Special Call Meeting of the Mayor and Board of Aldermen of the City of Starkville, MS. 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.

24. CONSIDERATION OF THE MINUTES OF THE MAY 25, 2018 BUDGET WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to accept the minutes of the May 25, 2018 budget work session of the Mayor and Board of Aldermen of the City of Starkville, MS. 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.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced two new City employees: Mary Ivy, Payroll Clerk in the Finance Department, and Javier Clay of the Street Department.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver invited all to attend a water quality informational meeting for Ward 1 residents to be held June 7 at the Sportsplex. He also thanked the Pilot Club for their donation of the splash pad water feature and all they have done in the past in support of the City.

Alderman Miller noted there would be a public hearing June 5 on Residential Parking and invited citizens to attend.

Alderman Vaughn recognized the family of Roosevelt Taylor Sr., who were present for the renaming of Beattie and Short Beattie Streets to Roosevelt Taylor Sr. Street. He also inquired as to surveillance camera placement around town. Joel Clements explained that the seven to eight cameras had been placed around town on the recommendation of the police department.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the police for keeping citizens safe. He mentioned it had been almost two years since his brother was shot and while there is a suspect, there had not been an arrest. His mother taught him never to "throw a rock and run" but to take responsibility for actions.

Dorothy Isaac, Ward 6, expressed dislike at having her name in the PRIDE litigation case. She also expressed dislike at City meetings being held in the second floor conference room.

Lawrence Taylor, Ward 7, West Main Street Association, thanked the Mayor, Board and City Staff for renaming a street after his father. He stated it meant a lot for his family.

Dr. Richard Mullenix, Ward 5, voiced his support of the proposed residential parking ordinance.

Christina Gilchrist of West Main Street, owns rental homes on Raymond Street. She inquired what the Ordinance as proposed would mean for older homes which have limited parking already. She also asked how the “parking in yards” section would be policed.

PUBLIC APPEARANCES:

STARKVILLE AREA ARTS COUNCIL

John Bateman, Executive Director of the Starkville Area Arts Council, thanked the City of Starkville for its support of the SAAC in the past and stated that he looks forward to partnering together for many events in the future. He discussed Art in the Park, after school art programs, Cotton District Arts Festival, Sunday Funday and other various art, writing and musical events the group offers each year. He invited anyone that wished to volunteer or learn more about the council to stop by their office.

ERLE CHENNEY – PARKING IN RESIDENTIAL AREAS

Mr. Chenney of Ward 5 expressed his support of changes in parking regulations in residential neighborhoods. He said the City had seen a lot of change in recent years with the increase in the student rental population. He felt the increase in traffic and lack of residential neighborhood parking regulations is adversely effecting property values. Vehicles parked in streets are potential threats to emergency vehicle response. He asked that measures be taken to increase safety for residents. He thanked the Police Chief, City Engineer Edward Kemp and Alderman Miller for meeting with him as well as the City Planning Department for their work.

PUBLIC HEARING:

FIRST PUBLIC HEARING AND DISCUSSION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

Daniel Havelin presented an overview of the proposed update to the residential parking requirements of the zoning Ordinance. On May 1, 2018, the Board of Aldermen authorized the Community Development staff to advertise for a total of three public hearings on residential parking requirements: Two public hearings for the Board of Aldermen on June 5th and June 19th 2018 and one public hearing for the Planning and Zoning Commission on June 12th 2018. A legal ad was run in the Starkville Daily News on May 14, 2018. A sign advertising the dates, times and location of all three public hearings was posted in the lobby of City Hall. The sections effected by the proposed change are Appendix A-Zoning, Article VIII.- Off-Street Parking Sec A. Automobile parking requirements and Sec B. Residential Use Parking Requirements.

Following comments from the Mayor and Board, the Mayor opened the Public Hearing to the Public. One person, Emil Lovely, spoke in favor of an update to the residential parking requirements in that there are more rental properties being developed each year.

There being no other citizens wishing to speak, Mayor Spruill closed the Public Hearing.

25. CONSIDERATION TO ADVERTISE FOR TWO (2) TEMPORARY SEASONAL EMPLOYEES ASSIGNED TO THE STREETS DEPARTMENT.

Mayor Spruill requested the positions for the purpose of getting City street signs cleaned and replaced as well as duplicate signage removed. Alderman Sistrunk, duly seconded by Alderman Walker, offered a motion to authorize hiring two part time temporary employees with the street department with preference to be given to any existing applications and to advertise if needed. 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.

26. CONSIDERATION OF A REQUEST ON BEHALF OF SOUTHWIRE FOR EXEMPTION FROM CERTAIN AD VALOREM TAXES FOR A PERIOD OF TEN (10) YEARS ON PROPERTY ADDITIONS MADE BY SUCH COMPANY IN 2017 AS PART OF AN EXPANSION OF ITS INDUSTRIAL FACILITY AND/OR OPERATIONS LOCATED IN STARKVILLE, MISSISSIPPI.

Joe Max Higgins, Chief Executive Officer of the LINK, discussed expansion of Southwire and recommended approval. Southwire has been in Starkville thirty years. Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion adopting a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, granting exemption from ad valorem taxes for a ten (10) year period to Southwire Company, LLC, as authorized by Section 27-31-105 and related Sections of the Mississippi Code Of 1972, as amended. 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.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
GRANTING EXEMPTION FROM
AD VALOREM TAXES**

The Mayor and Board of Aldermen of the City of Starkville, Mississippi, next took up for consideration the matter of granting an exemption from ad valorem taxes to Southwire Company, LLC (the "Applicant"), and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES FOR A TEN (10) YEAR PERIOD TO SOUTHWIRE COMPANY, LLC, AS AUTHORIZED BY SECTION 27-31-105 AND RELATED SECTIONS OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Applicant is a limited liability company organized in the State of Delaware, qualified to do business in the State

of Mississippi, and is currently engaged in business activities in the City of Starkville, Mississippi;

WHEREAS, Applicant has negotiated in good faith with the Mayor and Board of Aldermen as to the ad valorem tax exemption authorized by Code Section 27-31-105 and related Code Sections;

WHEREAS, Applicant is now operating an industrial wire and cable manufacturing facility located at 103 Airport, Rd, Starkville, MS 39759 (the "Facility");

WHEREAS, the Facility qualifies as a "manufacturing or other industrial enterprise of public utility" within the meaning of Miss. Code Ann § 27-31-105 and related Mississippi statutes;

WHEREAS, in 2017, Applicant expanded the Facility by making certain improvements to the real property on which the Facility is located and by replacing and upgrading existing machinery and equipment and adding machinery and equipment and other tangible personal property (the "Expansion") for the purpose of increasing its production capacity and efficiency. The Expansion was conducted throughout 2017 as certain improvements to the real property were made and the new machinery, equipment and other tangible personal property was acquired or transferred to the Facility and placed into service;

WHEREAS, Applicant has filed in triplicate with the Mayor and Board of Aldermen an application for exemption from ad valorem taxes except ad valorem taxes levied for school district purposes ("school district taxes") and the "mandated levies" described in Code Section 27-39-329 (the "Application");

WHEREAS, this Application seeks the exemption of all real and tangible personal property (other than tagged over-the-road motor vehicles) associated with the Expansion that is used in connection with or is necessary to the operation of the Facility (collectively, the "Expansion Property"), as described on Exhibit "A-1" to the Application;

WHEREAS, the total original cost of all Expansion Property is **\$3,066,806.00**;

WHEREAS, all of the Expansion Property is used in connection with and is necessary to the operation of the Facility, and is currently eligible for exemption pursuant to Code Section 27-31-105 (the "Expansion Exemption") from all ad valorem taxation, except school district taxes and the "mandated levies" described in Code Section 27-39-329;

WHEREAS, Applicant has produced written verification and documentation to this Mayor and Board of Aldermen as to the authenticity and correctness of the Application with regard to the true value of the property to be the subject of the prayed for exemption and the completion date of the Expansion;

WHEREAS, the Expansion Exemption should be granted with respect to the Expansion Property for a ten (10) year period beginning on January 1, 2018;

WHEREAS, the Mayor and Board of Aldermen find as a fact that the Expansion Property, having a true value of **\$3,066,806.00** and constituting the Expansion of the Facility, was completed (within the meaning of the applicable statutes of the State of Mississippi) during 2017;

WHEREAS, the Application relates to all real and tangible personal property (other than tagged over-the-road motor vehicles) associated with the Expansion that is used in connection with or is necessary to the operation of the Facility, as shown on Exhibit “A-1” attached thereto; and

WHEREAS, said Applicant is entitled, subject to approval and certification by the Mississippi Department of Revenue, to the Expansion Exemption sought under Miss. Code Ann. §27-31-105 for a ten (10) year period beginning on January 1, 2018, with respect to all Expansion Property described in the Application.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, as follows:

1. That the Applicant be granted an exemption, under Miss. Code Ann. §27-31-105, from ad valorem taxation, except school district ad valorem taxes and the “mandated levies” described in Miss. Code Ann. §27-39-329, as provided by law and the Ad Valorem Tax Exemption Policy of the County, for a ten (10) year period beginning on January 1, 2018, for the Expansion Property (*i.e.*, all real and tangible personal property other than tagged over-the-road motor vehicles) associated with the Expansion that is used in connection with or is necessary to the operation of the Facility in the City of Starkville, Mississippi, said property having a true value of **\$3,066,806.00** and described in Exhibit “A-1” attached to the Application and made a part thereof.

2. That the Application for ad valorem tax exemption by the Applicant for a ten (10) year period beginning on January 1, 2018, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

3. That, subject to approval and certification by the Mississippi Department of Revenue, the Applicant is hereby granted exemption, under Miss. Code Ann. § 27-31-105, from ad valorem taxes, except school district ad valorem taxes and the “mandated levies” described in Code Section 27-39-329, for a ten (10) year period beginning on January 1, 2018, for the Expansion Property described in Exhibits “A-1” attached to the Application, said property having a true value of **\$3,066,806.00**.

4. That the Mayor and Board of Aldermen be and are hereby directed to spread a copy of this Resolution and the Application on the minutes of the Mayor and Board of Aldermen; and that the City Clerk shall forward the original of the Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and, that upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the Mayor and Board of Aldermen shall enter a Final Order on their minutes granting the prayed for exemption; and the City Clerk shall forward one certified copy of the transcript of the Final Order and of the Application to the Tax Assessor of Oktibbeha County and obtain the Certificate of said Tax Assessor stating that the property itemized in the Application has been placed on the appropriate tax roll as “non-taxable,” except for school district ad valorem taxes and the “mandated levies,” for the duration of the exemption period and file one copy of the Final Order with the Mississippi Department of Revenue.

After a full discussion of this matter, Alderman Ben Carver moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Henry Vaughn, Sr., and upon the question being put to a vote, members of the Board of Aldermen voted as follows:

Alderman Ben Carver	voted <u>Yea</u>
Alderman Sandra Sistrunk	voted <u>Yea</u>
Alderman David Little	voted <u>Yea</u>
Alderwoman Jason Walker	voted <u>Yea</u>
Alderman Patrick Miller	voted <u>Yea</u>
Alderman Roy A'. Perkins	voted <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted <u>Yea</u>

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, this the 5th day of June, 2018.

MAYOR AND BOARD OF ALDERMEN,
CITY OF STARKVILLE, MISSISSIPPI

BY:_____

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

ATTEST:

Lesa D. Hardin, City Clerk
City of Starkville, Mississippi

27. CONSIDERATION TO ALLOW STARKVILLE COUNTRY CLUB TO HAVE A FIREWORKS SHOW ON ITS PROPERTY TUESDAY, JULY 3, AT 9:00 P.M.

Alderman Carver, duly seconded by Alderman Little, offered a motion allowing the Starkville Country Club to have a fireworks show on its property Tuesday, July 3, 2018 at 9:00 p.m. The Board voted as follows:

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

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

28. UPDATE ON CONTRACT STATUS WITH PAFFORD EMERGENCY MEDICAL SERVICES, INC.

Attorney Chris Latimer presented an update of the contract negotiations with Pafford Emergency Medical Services, Inc. Alderman Sistrunk, duly seconded by Alderman Carver, offered a motion approving the contract as presented at the table. The Board voted as follows:

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

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

Agreement to provide continuous ALS emergency ambulance service to the City twenty-four (24) hours per day, each day per calendar year

This Agreement to provide Advanced Life Support (ALS) emergency ambulance service is made and entered into on this the 5th day of June, 2018 by Pafford Emergency Medical Services, Inc. ("Pafford") and the City of Starkville, Mississippi ("City"). However, the Effective Date of this Agreement shall be **August 1, 2018**, contingent upon approval of an Emergency Medical Services District by all applicable state agencies and/or regulatory authorities. The parties agree to the following terms and conditions.

1. During the term of this Agreement, Pafford will be the single provider of emergency and ALS ground ambulance service for the City as provided herein.
2. The operation of emergency and ALS ambulance service will be limited to the Service Area which is the current and any future expanded corporate boundaries of the City. The Service Area is also referred to herein as the EMS Medical Services District or EMS District. Currently, Mississippi State University is not included within the corporate boundaries of the City. In the event Mississippi State University is one day included in the corporate boundaries of the City, Mississippi State University shall be included in Pafford's Service Area.

3. Pafford will be responsible for all emergency ambulance responses and all ALS ambulance transports originating in the City. Ambulance dispatch shall be coordinated through the City's dispatch center and shall follow the guidelines set forth by the City.

4. Pafford will receive all emergency ambulance service and all ALS ambulance service calls received by the City's dispatch center for:

- all 9-1-1/PSAP (public safety access point) requests for ambulance service;
- ambulance transport to an emergency department from the scene of an emergency, including transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facility;
- ALS ambulance transports from a general acute care hospital within the City to any other general acute care hospital;
- critical care transport (CCT) ambulance transports, which shall conform to the definition of "Specialty Care Transport" as defined in 42 CFR 414.605, from a general acute care facility within the City to any other general acute care hospital.

5. When a request for service is received at the City's dispatch center, the City's dispatcher will answer the request and follow approved dispatch procedures, coordinate with Pafford's designated dispatch center to offer planned pre-arrival assistance (as appropriate) and manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responders and/or EMS air transport provider agencies.

6. Ambulance response times must not exceed ten (10) minutes for 90% of all emergency calls and twenty (20) minutes for the remaining 10% of emergency calls to any given location within the City's EMS District from the time the dispatched information is given to Pafford until the ambulance arrives on scene, subject to the following Response Time Exceptions:

- o calls for which emergency locations are only vaguely described, or cannot be determined
- o adverse and/or extreme weather conditions
- o excessive traffic events
- o thoroughfare crossings blocked by trains
- o excessive response loads due to mass casualty incidents
- o excessive crowds/attendance at local venues

Response time exceptions shall be reviewed and approved by the Fire Chief upon each monthly response review process. A redundancy system must be provided by Pafford to facilitate emergency calls when all of Pafford's ambulance service resources have been allocated to other emergency situations, regardless of the total number of ambulances required to meet this standard. Pafford shall provide any and all additional resources needed to meet the City's response criteria set forth within this Agreement. In addition, every ambulance unit provided by Pafford for emergency response must, at all times, except as authorized herein, be fully equipped with all necessary ALS equipment and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with all Mississippi State Department of Health policies and approved medical standards.

7. Pafford will be responsible for providing the necessary radio equipment and upgrades within each response unit compatible to the radio and dispatch system already being utilized at the City's dispatch center. (800Mhz and 154Hmz frequency systems).
8. Pafford shall provide all medical re-supply items needed to re-stage each City Fire Department unit back to available status upon completion of an emergency call.
9. Pafford shall provide all necessary insurance and compliance documentation required to function in the State of Mississippi as a contracted ALS emergency ambulance service provider at no cost to the City.
10. Extrication and rescue activities will be the responsibility of the City's Fire Department. Pafford is not to be responsible for these activities.
11. In addition to emergency response, Pafford will be called upon to provide emergency ambulance coverage/standby at the request of the City's Fire Department to special functions including but not limited to public school events and activities such as sporting events and games, dances, science fairs, city festivals, etc. and extended fire suppression calls, hazardous material operations, and any other activities deemed necessary to provide preemptive emergency medical care to the visitors, citizens, and emergency service personnel within the City.
12. Pafford shall be responsible for securing on-line and off-line medical control as defined in the Rules and Regulations of the Mississippi State Department of Health, Division of Emergency Medical Services.
13. Pafford shall afford equal employment opportunities and will not discriminate based on race, color, religion, gender, age, physical disability or natural origin, with respect to hiring, compensation, promotion, training, or any other conditions of employment.
14. The conduct and appearance of Pafford's personnel must be professional and courteous at all times. Pafford shall provide its current employee Policies and Procedures to the City.
15. Pafford shall be permitted to stage ALS ambulance units at some or all of the City's fire stations. Pafford's personnel shall be permitted to use the facilities of the City's fire stations while ambulances are being staged; however, access and use of the same shall be subject to the policies and procedures of the City which will be provided in print by the City to Pafford for each of its employees.
16. Pafford must make a reasonable effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be reasonably reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Pafford shall provide periodic internal evaluations and shall as requested by the City, provide such documentation as may be required for the City to perform evaluations of Pafford's performance.

17. Pafford shall provide high quality clinical care, provide a reliable EMS service at a reasonable cost to consumers, and provide the community with an operationally and financially stable system. Pafford shall be the sole provider of emergency ambulance services in the City. This Agreement does not encompass calls for service by individuals directly to a particular ambulance services provider. This Agreement encompasses only emergency calls for service received by the City through its dispatch center or as generally described herein and determined by City personnel in the performance of their duties.

18. Requests for assistance to medical emergencies typically are made through the 9-1-1 phone system. These calls are answered by the City's designated dispatch center. Personnel at the City's dispatch center will identify the caller's needs and if medical aid is needed, and will follow priority dispatching protocols to identify the nature of the call and location. This information will then be transferred via phone or electronic data interface to Pafford and to the City's Fire Department. The City's dispatch center is operated by County employees under direct supervision of the Oktibbeha County Sheriff's Office.

19. The initial response to a potentially life threatening incident includes both a Starkville Fire Department first response unit/s and a paramedic-staffed ambulance. The location of fire stations throughout the City enables firefighters to make a rapid initial response to a medical emergency. The City's Fire Department units will be staffed with minimum level NREMT- Basic (exemption, newly hired firefighters awaiting EMT training availability). The City is striving to place paramedic level firefighters on each fire department unit with current staffing of two NREMT-Paramedic level personnel.

20. Pafford will provide Basic Life Support (BLS) ambulance unit/s, as necessary, staffed by two EMT-Basic to be used for non-life-threatening responses including calls so designated through emergency medical dispatch protocols, mental health transports requested by law enforcement, nursing care facilities, and inter-facility transfers. The BLS ambulance unit/s will be available at all times to facilitate the above listed transports. Pafford shall be responsible for maintaining and coordinating all such transfers with health care facilities located within the City.

21. Patient treatment and transport shall be performed in accordance with all applicable laws and regulations which may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physicians at a designated base hospital to obtain direction in management of the patient.

22. Patients shall be transported to appropriate receiving facilities. Hospital destination is based upon patient preference and applicable EMS protocols. Critical patients are normally transported to a nearest emergency department or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time or as not to negatively affect the minimum level of ambulance coverage within the City's EMS District defined within this Agreement. Pafford shall maintain a minimum of one (1) ALS ambulance within the City's boundaries at all times, subject to the following exceptions.

Exceptions:

- o emergency calls that require Level 1 trauma care
- o emergency calls where patient/s requires advanced specialty care in accordance with established medical protocols

- o the onboard NREMT-P deems it necessary to transport patient outside the City's designated EMS District

The above listed exceptions will be determined by the NREMT-P that assumes patient care upon arrival at the emergency scene. In the event that all Pafford ambulance units are allocated to emergency calls within the City's EMS District, the Fire Chief or designee shall be immediately notified by Pafford personnel and the redundancy systems activated.

Pafford acknowledges that the City has entered into a Mutual Aid Agreement with Oktibbeha County regarding fire protection in certain areas outside of the corporate boundaries of the City. If the current inter-local agreement between the Starkville Fire Department and Mississippi State University does, or will, apply to EMS then the terms of this agreement will apply. Pafford will provide ALS ambulance service to such Mutual Aid Areas consistent with the terms of this Agreement, only as required by Mississippi law, as dispatched by the City.

The City is not the primary fire responder to such Mutual Aid Areas and accordingly, Pafford acknowledges that Oktibbeha County EMS may dispatch ALS ambulance service to such Mutual Aid Areas and that the City cannot insure that calls for such service in the Mutual Aid Areas will be given to Pafford.

23. Medical helicopter service may be available to transport critical patients when ground ambulance transport time would be excessive and the patient meets helicopter transport criteria. Pafford, and not the City, shall be responsible for insuring that the patient is transported to the appropriate receiving facility based on the patient's needs or expressed instructions in this regard.

24. Pafford shall provide an additional transportable ambulance, as needed, to provide rapid access and patient contact to areas of the City in the event that overload occurs with all other transportable units. This additional resource can be incorporated into the redundancy system contained herein.

25. The Service Area (also referred to as the Emergency Medical Services District or EMS District) for this Agreement is the current and any future expanded corporate limits of the City. Pafford shall coordinate with the City's Fire Chief, or designee, to logistically locate emergency ambulance transporting units in the best possible locations, preferably at the City's fire stations, to provide the maximum required response times listed within this Agreement.

26. Pafford is required to provide at least one (1) non-transporting paramedic quick response vehicle (QRV) when needed. This unit will provide quick access to Paramedic care involving motor vehicle accidents and rescue operations. This unit can also function as a supervisory unit for the purpose of personnel management for the provider.

27. The minimum ambulance crew staffing will consist of one (1) NREMT-Paramedic and one (1) NREMT- Basic or EMS-Driver per ambulance unit and if needed one (1) NREMT-Paramedic for the QRV unit along with all equipment necessary to function as an ALS unit.

28. The response time requirements for all medical calls for service in the EMS District are as follows, subject to the exceptions in Paragraph 6:

- 90% of emergency call response times shall be within ten minutes.
- 10% of emergency call response times within twenty minutes.

29. Pafford will provide the required services without a direct subsidy or payment from the City with the single exception for the subsidy necessary to qualify for the state EMSOF grant program (Emergency Medical Services Operations Fund) monies. The amount of the subsidy to be paid directly to Pafford by the City shall not exceed \$0.15 per capita per year and shall be paid annually. All current and future EMSOF and trauma funds authorized and/or directed for EMS in the EMS District from any source shall be paid directly to Pafford and utilized by Pafford for services within the district. Additionally, the City recognizes that a portion of the property tax millage rate collected by Oktibbeha County is solely for EMS purposes. The City shall obtain all such funds from Oktibbeha County including, but not limited, to the portion of the tax millage rate collected from taxpayers inside the designated EMS district for EMS services. The City shall promptly remit all such funds to Pafford on a monthly basis. This paragraph is intended to and shall make payable all funds collected or allocated for EMS in the EMS district to Pafford.

Should the City fail to collect and remit any amount referenced above to Pafford, then Pafford can cancel this contract at its sole election.

30. Pafford will be responsible for all invoicing/billing to patients transported. Pafford acknowledges that some of those transported may not have insurance or be able to pay. Pafford acknowledges that the City shall in no way be financially responsible to Pafford for any services provided in relation to this Agreement with the City. Furthermore, City police and fire personnel transported by Pafford as a result of line-of-duty injuries shall not be assessed any out-of-pocket or personal expense with regard to transport cost.

31. The City specifically makes no promises or guarantees concerning the number of calls or transports, quantities of patients, or associated distance of transports.

32. Pafford shall provide high levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not replace demonstrated performance results. Failure to perform will result in a breach of contract resulting in the termination of any contract and/or appropriate penalties for non-performance. The City may impose response time penalties in the amount of \$250.00 per violation.

33. The essential areas where performance by Pafford must be reasonably achieved include:

- Ambulance and QRV response times
- Ambulance and QRV equipment and supply requirements
- Ambulance and QRV staffing levels including personnel with current and appropriate levels of certification/licensure
 - Clinical performance consistent with approved medical standards and protocols
 - Comprehensive quality improvement and compliance activities and results
 - Accurate and timely reporting
 - Customer and community satisfaction with the services provided
 - Compatibility with City and its emergency services departments

34. Pafford shall provide to the City proof of all required permitting and licensing as required by the State of Mississippi and all agencies, departments and body politics thereof and the same must be maintained and in effect at all times.

35. Pafford shall comply with all applicable Medical Protocols and other requirements set forth as required by the State of Mississippi and the agencies and departments thereof and/or any political body having jurisdiction thereof.

36. Pafford's personnel shall have the right and responsibility to interact directly with the medical personnel on all issues related to patient care.

37. The City's Fire Chief or designee may require that any Pafford employee attend a medical audit when necessary. Pafford employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every Pafford employee involved in a case being reviewed is not required, unless mandated by the City.

38. Pafford shall develop and implement a comprehensive continuous quality improvement (CQI) process which will be integrated with the City's EMS system.

39. Pafford shall be required to transport patients from all areas of the City, in accordance with all applicable Medical Control Destination Protocols.

40. Pafford personnel shall be prohibited from attempting to influence a patient's destination selection other than as compelled by applicable regulation pertaining to the same and/or as outlined herein.

41. Pafford shall maintain an on-going driver training program for ambulance personnel or any of the City's NREMT's used in support of ambulance operations. The program, the number of instruction hours, and the system for integration into the provider's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be provided to the City on an annual basis thereafter.

42. Pafford shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure. Pafford is to provide for the collection, cleaning, and/or disposal of all contaminated items.

43. All ambulances shall meet the standards of licensure and certification as set forth by the Mississippi State Department of Health.

44. Pafford shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

45. Ambulance replacement shall occur on a regular schedule and Pafford shall identify its policy for the maximum number of years and mileage that an ambulance will be retained. Ambulances exceeding the parameters herein shall not be deployed within the EMS District.

46. Pafford shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment utilized by the provider will meet or exceed the minimum requirements set by the State of Mississippi.

47. The City may, but shall not be required to, inspect Pafford's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements the same will be immediately removed from service until the deficiency is corrected. If the missing item is deemed a critical omission, the City may impose penalties of up to \$500.00 per occurrence/omission.

48. Nothing herein shall preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. The City may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Pafford shall comply with these protocols.

49. Pafford shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. The City expects that all ambulances and equipment used in the performance of this Agreement will be maintained in optimal condition. Any ambulance, support vehicle and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and replaced with a functional equivalent.

50. The appearance of ambulances and equipment impact citizen's perceptions of the services provided therefore, the City requires any ambulances and equipment that have defects, including visible but only cosmetic damage, be removed from service for repair without undue delay.

51. Pafford is required to insure that its maintenance program is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic level ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, by developing and implementing standardized maintenance practices, and by incorporating an automated or manual maintenance program record keeping system.

52. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at Pafford's expense.

53. Pafford shall complete, maintain and provide to the City as requested, adequate records and documentation demonstrating its performance compliance. Official response time records will be determined by the City's Computer Aided Dispatch (CAD) system.

54. Pafford shall provide, within ten (10) days after the first of each calendar month, a report with Ambulance response time records to the City in a computer readable format approved by the Fire Chief and suitable for statistical analysis for all ambulance responses originating from requests to the City's dispatch center. Such records shall include the following data elements:

- unit identifier
- location of call – street address
- nature of call (EMD Code)
- code to scene
- time call received by Pafford
- time call dispatched by Pafford
- time unit en-route
- time unit on-scene
- time unit en-route to hospital

- time unit at hospital
- time unit clear and available for next call
- outcome (dry run, transport)
- receiving hospital
- code to hospital
- major trauma (MVC, non-MVC)
- number of patients transported
- EMS incident number

55. Pafford shall provide the City with a list of paramedics currently employed by it and shall update that list whenever there is a change. The personnel list shall include, at a minimum, the name, address, telephone number, State of Mississippi paramedic license and expiration date, ACLS expiration date, and valid Mississippi Driver's License number of each person on the list.

56. Pafford shall provide the City with such other reports and records as may be reasonably required by the Fire Chief or designee.

57. Pafford shall be responsible for immediate recall of personnel during multi-casualty or widespread disaster and shall develop a plan for such. This plan shall include the capability of Pafford to alert off-duty personnel.

58. The City expects Pafford's personnel to participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for multi-casualty or widespread disaster response events.

59. Pafford shall provide, at no charge to City, stand-by services at the scene of an emergency incident within the City, when directed by the City's dispatch center. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Pafford shall notify the City's dispatch center when a stand-by may limit Pafford's ability to meet response time standards for the Service Area.

60. Pafford shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Pafford shall also comply with City EMS policies, procedures and protocols. Pafford is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by Medicaid and other state and federally funded programs. The primary means of Pafford's compensation under this Agreement is through fee-for-service reimbursement of patient charges.

61. Pafford shall receive income from patient charges and assume sole responsibility for the billing and collection process associated with those charges. Pafford shall not include any reference to the City on any patient billing documents, claims, and/or invoices.

62. Pafford shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with Pafford's performance or nonperformance, or the performance or nonperformance of Pafford's agents, servants, employees or subcontractors, under this Agreement. This indemnification shall not apply to the negligence, gross negligence, or intentional torts of the City.

63. Pafford hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, or alleged to be caused by, arising out of, or in connection with Pafford's performance or nonperformance, or the performance or nonperformance of Pafford's agents, servants, employees or subcontractors, under this Agreement, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance. This release shall not apply to the negligence, gross negligence, or intentional torts of the City.

64. The term of this Agreement is for a period of three (3) years commencing upon the Effective Date. The City may extend this Agreement for up to two (2) additional years on such terms and conditions as are mutually agreeable to the parties. Pafford can elect not to extend this agreement by way of a written notice prior to ninety (90) days from the expiration hereof.

65. After the first twelve (12) months of this agreement, either party may elect to cancel and/or withdraw from this agreement with 120 days written notice.

66. Pafford expressly warrants that, in the event of a default under the terms of this Agreement, it will work with the City to insure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Pafford acknowledges that there is a public health and safety obligation to assist the City in every effort to ensure uninterrupted and continuous service delivery in the event of a default, even if Pafford disagrees with the determination of default.

67. Conditions and circumstances that shall constitute a material breach by Pafford shall include, but not be limited, to the following:

a. Failure to operate the ambulance service system in a manner which enables City or the provider to remain in substantial compliance with the requirements of the applicable Federal and State laws, rules, and regulations.

b. Falsification of data supplied to City by Pafford during the course of operations, including by way of example but not by way of exclusion, patient report data, response time data, financial data, or falsification of any other data required;

c. Failure by Pafford to maintain equipment in accordance with good maintenance practices;

d. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Pafford during a "lame duck" period;

e. Failure of Pafford's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;

f. Repeated failure of Pafford to meet response time requirements after receiving notice of non-compliance from Fire Chief;

g. Repeated failure of Pafford to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by City dispatch protocol;

68. Not being limited to the examples of material breach in the foregoing paragraph, the City, upon written notice to Pafford, may immediately terminate this Agreement should Pafford, or its

employees, agents, servants, and subcontractors, fail to perform properly any of its obligations under this Agreement.

69. Pafford shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under any agreement with the City. It shall be entirely the responsibility of Pafford to schedule and coordinate all such applications and application renewals as necessary to ensure that Pafford is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services. Pafford shall be responsible for insuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times and that all its employees are lawfully employed.

70. Pafford shall maintain the following insurance in connection with this Agreement:

- Workers Compensation Insurance – equal to, or exceeds, State Statutory Limits
- Employer's Liability - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Commercial General Liability - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Professional Errors and Omissions - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Product/Completed Operations - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Personal and Advertising Injury - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Medical Coverage - \$5,000 per person
- Fire Liability - \$500,000 limit per occurrence, \$1,000,000 aggregate
- Comprehensive Automobile Liability (owned, leased, non-owned and hired automobiles) - \$1,000,000 limit per occurrence, \$2,000,000 aggregate

The City shall be included as an additional insured thereon. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. A certificate of insurance and copies of all endorsements shall be furnished to the City at least 30 days prior to the Effective Date of this Agreement and approved by the City before any performance of this Agreement.

71. All services furnished by Pafford under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Pafford's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

72. Pafford shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement with the City.

73. Pafford shall retain all documents pertaining to this Agreement with the City for five (5) years from the end of the fiscal year following the date of service; for any further period that may be required by law; and until all Federal/State audits are complete and exceptions resolved for the Agreement period. Upon request, and except as otherwise restricted by law, Pafford shall make these records available to authorized representatives of the City, the State of Mississippi, and the United States Government.

74. Pafford will have ninety (90) days after termination of this Agreement in which to supply the required documentation, if any, necessary to facilitate the close out of this Agreement.

75. Pafford shall notify City within twenty-four (24) hours of any litigation or significant potential for litigation involving the provider.

76. If the parties hereto institute litigation against the other party to enforce its rights pursuant to performing the work contemplated in this Agreement, the actual and reasonable attorney's fees and court costs as determined by a court, shall be awarded to the prevailing party.

77. Nothing in this Agreement establishes an employer/employee relationship, partnership, or joint venture between Pafford and the City. Pafford is an independent contractor. Neither Pafford, nor Pafford's employees or contract personnel, are, or shall be deemed, the City's employees. In its capacity as an independent contractor, Pafford agrees and represents, and the City agrees, as follows:

- A. Pafford has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Pafford shall select the routes taken, starting and quitting times, manner and process of the work, days of work, and order the work is performed.
- B. Pafford has the right to hire employees or contract personnel to provide the services required by this Agreement.
- C. Neither Pafford, nor Pafford's employees or contract personnel, shall be required to wear any uniforms provided by the City.
- D. The services required by this Agreement shall be performed by Pafford, Pafford's employees, or contract personnel and the City shall not hire, supervise, or pay any of Pafford's employees or contract personnel for work performed under this Agreement.

78. This is the entire Agreement between Pafford and the City. This Agreement may be modified only by a writing signed by both parties.

79. Pafford may not assign or subcontract any rights or delegate any of its duties under this Agreement without the City's prior written approval.

Signatures: City of Starkville, Mississippi

By: _____ **6-7-18**
D. Lynn Spruill, Mayor **Date**

Pafford Emergency Medical Services, Inc.

By: _____
Greg Pafford, CEO **Date**

Mississippi Code — Health, Safety and Welfare

21-19-11

5/29/18 Update

608 Greensboro Street

Parcel #

118N-00-112.00

Property Owner

Brad Moore

Tax Card Address:

25 Docs Lane Ellisville MS 39437

Code Offenses

MS 21-19-11 Dilapidated Structure

Starkville 54-52 (1, 2, 3, 4 & 6) (Unhealthy and unsafe conditions)

Starkville 54-53 (Creation or maintenance of a nuisance)

IPMC 108.1.1 (Unsafe structures)

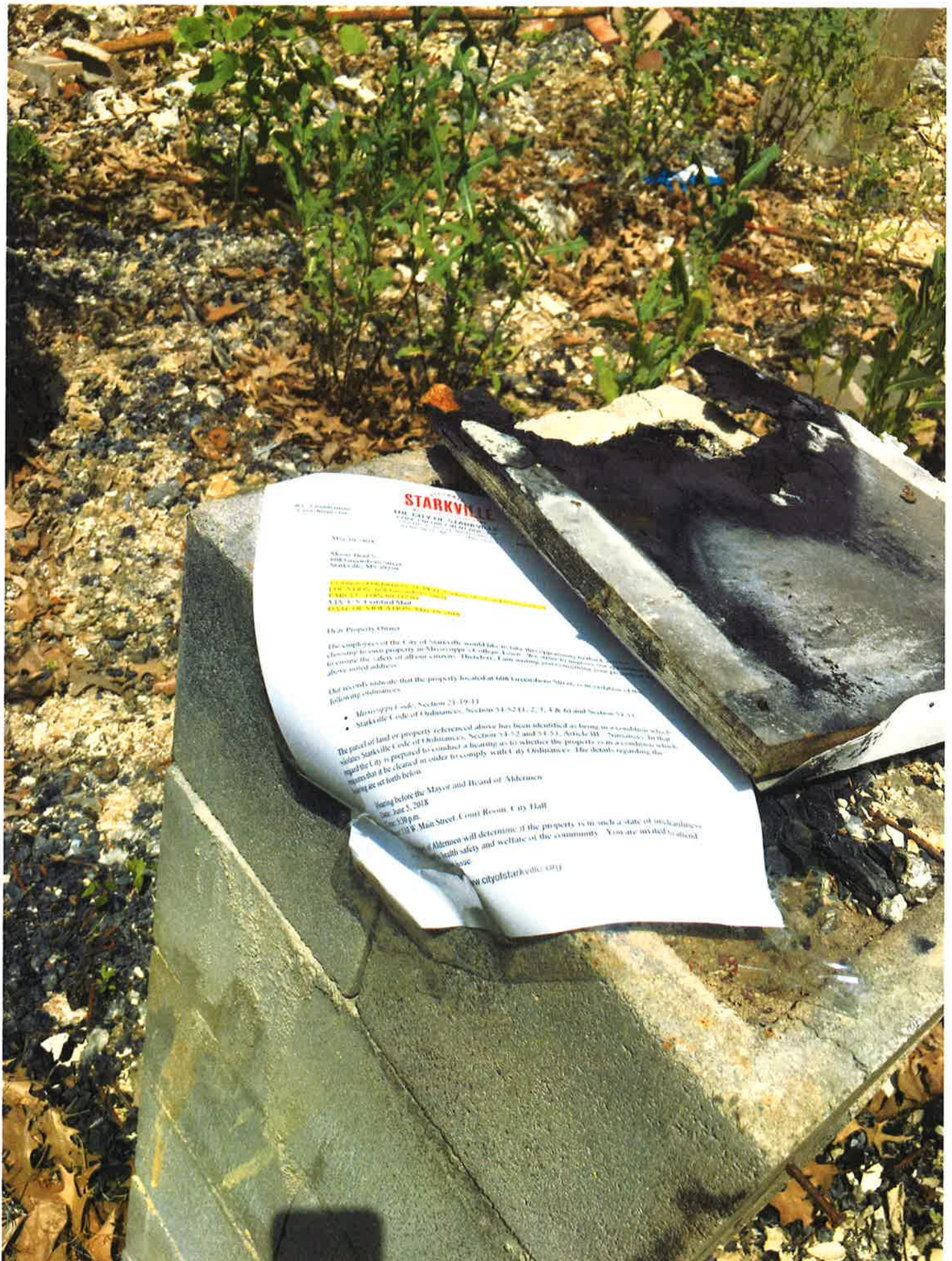
IPMC 108.1.3 (Structure unfit for human occupancy)

5/29/18 update

Dumpster has been placed on site. No clean up progress has been made. Return Receipt received.









A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Moore Brad S
608 Greensboro Street
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 608 Greensboro Street
PARCEL: 118N-00-112.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 608 Greensboro Street, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

The Mayor and Board of Aldermen will determine if the property is in such a state of uncleanness as to be a menace to public health safety and welfare of the community. You are invited to attend and present evidence about this issue.

www.cityofstarkville.org

Mississippi Code, Section 21-19-11, requires that you be informed that: An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the City of Starkville to reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the City of Starkville where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

You may take steps now to bring the property into compliance, if necessary. The property will be inspected immediately before the scheduled hearing and information regarding the condition of the property or parcel at that time will be considered. **However, please note that the hearing will take place as set forth herein. If the hearing is rescheduled or cancelled, you will receive another Notice of Hearing.**

Some suggested actions that would possibly bring the property into compliance, if necessary, include:

Mowing the grass and maintaining the property in a compliant condition.

Cleaning the property and repairing damage to any structures on site.

These suggestions may not include everything necessary to comply with the City of Starkville Ordinances and the obligation to ensure compliance is upon you.

You have been given ten (10) days from the receipt of this letter to bring this property into compliance.

If, as a result of the hearing, the Mayor and Board of Aldermen determine that the property is in fact a menace to the public health, safety and welfare of the community, and you do not thereafter appropriately clean the property, the City may clean the property or cause it to be cleaned. **The costs of any cleaning by the City or by contractors, plus a penalty, as authorized by the law, may be imposed by the City against you and may either become a civil debt against you or an assessment against the property. These costs, if assessed, could include court costs, attorney's fees and interest or be included with the *ad valorem* taxes on the property and be enrolled as a lien against the property. You may refer to *Mississippi Code*, Section 21-19-11 (1972, as amended) and other applicable law as you deem appropriate.**

If you have any questions, please call me at (662) 323-2525 ext. 3131. You can view our city ordinances at www.cityofstarkville.org. Again I would like to thank you for helping to make Starkville an exciting, attractive and safe place to live.

Sincerely,

A.L. Counterman
Code Enforcement Inspector



A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Moore Brad S
277 Andrew Rd.
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 608 Greensboro Street
PARCEL: 118N-00-112.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

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Sincerely,

A.L. Counterman
Code Enforcement Inspector

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Moore Brad S
277 Andrew Rd.
Starkville, MS 39759



9590 9402 3771 8032 8867 39

2. Article Number (Transfer from service label)

7016 0910 0000 8619 8781

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☒ Agent ☐ Addressee

B. Received by (Printed Name) Andrew Moore C. Date of Delivery 5/14/10

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

109 Beattie Street

Parcel

118O-00-250.00

Property Owner

Watson Emma c/o Patricia Nelson

Tax Card Address:

111 Beattie Street Starkville, MS 39759

Code Offenses

MS 21-19-11 Dilapidated Structure

Starkville 54-52 (1, 2, 3, 4 & 6) (Unhealthy and unsafe conditions)

Starkville 54-53 (Creation or maintenance of a nuisance)

IPMC 108.1.1 (Unsafe structures)

IPMC 108.1.3 (Structure unfit for human occupancy)

IPMC 108.1.5 (3, 6, 7, 9, & 11) (Dangerous structure or premises)

5/29/18 update

No clean up progress has been made. Notification letter was returned to sender.





HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

A.L. Counterman
Code Inspector

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Watson Emma c/o Patricia Nelson
109 Beattie Street
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 109 Beattie Street
PARCEL: 118O-00-250.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

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May 10, 2018

Watson Emma c/o Patricia Nelson
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These suggestions may not include everything necessary to comply with the City of Starkville Ordinances and the obligation to ensure compliance is upon you.

You have been given ten (10) days from the receipt of this letter to bring this property into compliance.

If, as a result of the hearing, the Mayor and Board of Aldermen determine that the property is in fact a menace to the public health, safety and welfare of the community, and you do not thereafter appropriately clean the property, the City may clean the property or cause it to be cleaned. **The costs of any cleaning by the City or by contractors, plus a penalty, as authorized by the law, may be imposed by the City against you and may either become a civil debt against you or an assessment against the property. These costs, if assessed, could include court costs, attorney's fees and interest or be included with the *ad valorem* taxes on the property and be enrolled as a lien against the property. You may refer to *Mississippi Code*, Section 21-19-11 (1972, as amended) and other applicable law as you deem appropriate.**

If you have any questions, please call me at (662) 323-2525 ext. 3131. You can view our city ordinances at www.cityofstarkville.org. Again I would like to thank you for helping to make Starkville an exciting, attractive and safe place to live.

Sincerely,

A.L. Counterman
Code Enforcement Inspector

Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

CERTIFIED MAIL



7016 0910 0000 8619 8811

Watson Emma c/o Patricia Nelson
109 Beattie Street
Starkville, MS 39759

Handwritten: NISN 5/1/8 HCS

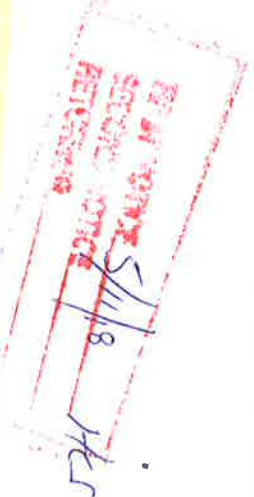


CERTIFIED MAIL

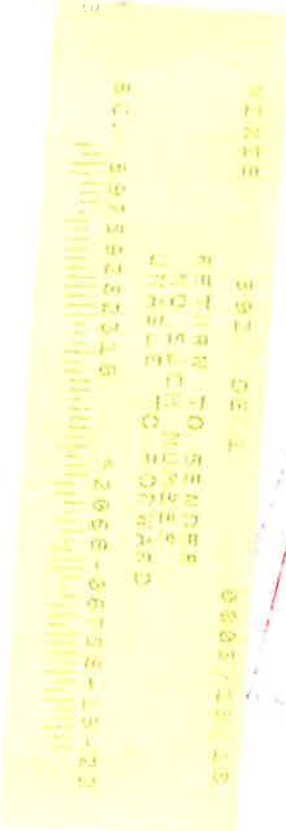


7016 0910 0000 8619 8804

Watson Emma c/o Patricia Nelson
111 Beattie Street
Starkville, MS 39759



7016 0910 0000 8619 8804



307 Apple St

Parcel #

118P-00-116.00

Property Owner

McDonald Eliza Davis

Tax Card Address:

307 Apple Street Starkville, MS 39759

Code Offenses

MS 21-19-11 Dilapidated Structure

Starkville 54-52 (1, 3 & 4) (Unhealthy and unsafe conditions)

Starkville 54-53 (Creation or maintenance of a nuisance)

IPMC 108.1.1 (Unsafe structures)

IPMC 108.1.3 (Structure unfit for human occupancy)

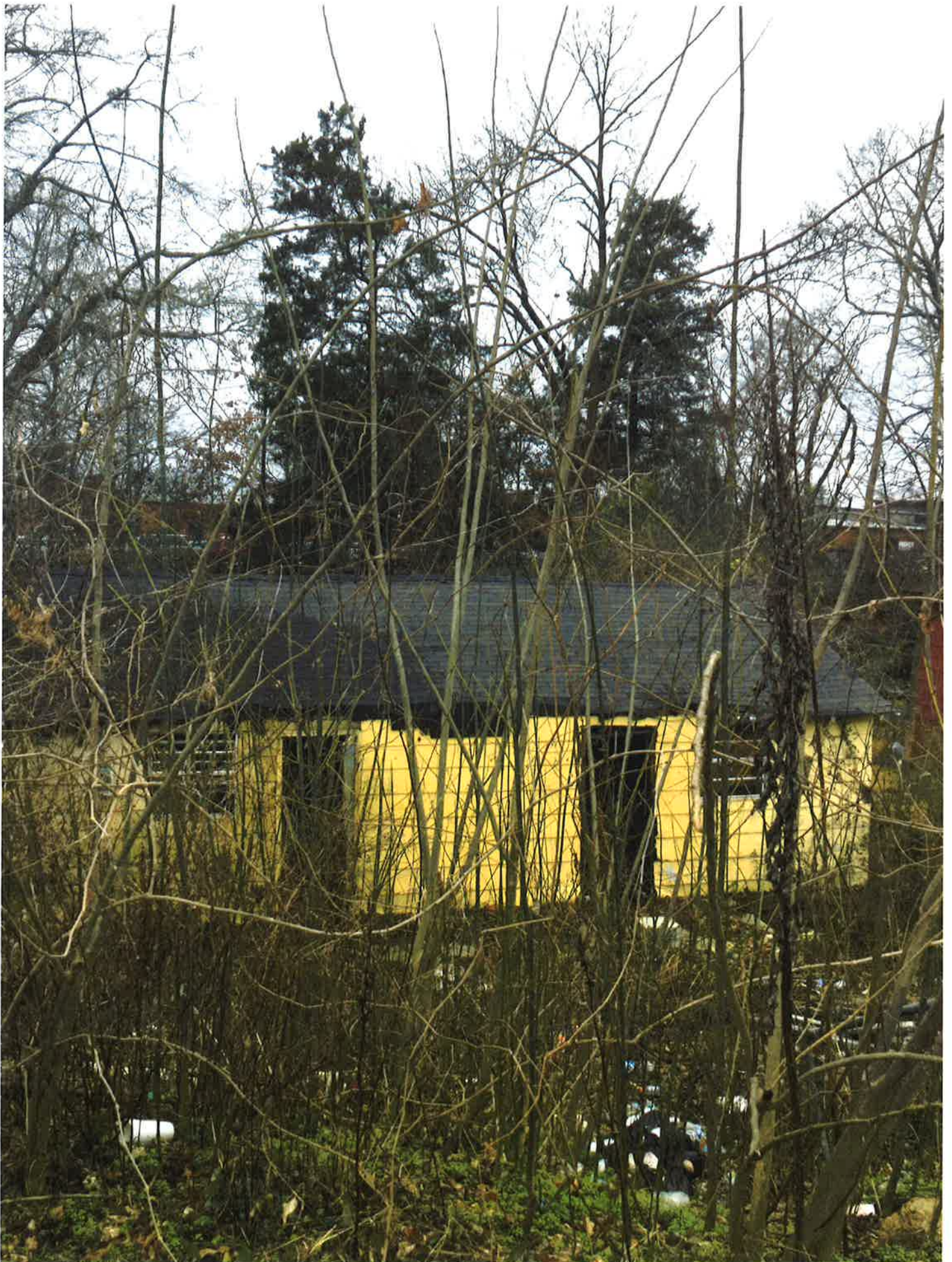
IPMC 108.1.5 (7) (Dangerous structure or premises)

5/29/18 update

No clean up progress has been made. Notification letter was returned to sender.











A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Mcdonald Eliza Davis
307 Apple Street
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 307 Apple Street
PARCEL: 118P-00-116.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 307 Apple Street, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

The Mayor and Board of Aldermen will determine if the property is in such a state of uncleanness as to be a menace to public health safety and welfare of the community. You are invited to attend and present evidence about this issue.

www.cityofstarkville.org

Mississippi Code, Section 21-19-11, requires that you be informed that: An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the City of Starkville to reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the City of Starkville where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

You may take steps now to bring the property into compliance, if necessary. The property will be inspected immediately before the scheduled hearing and information regarding the condition of the property or parcel at that time will be considered. **However, please note that the hearing will take place as set forth herein. If the hearing is rescheduled or cancelled, you will receive another Notice of Hearing.**

Some suggested actions that would possibly bring the property into compliance, if necessary, include:

Mowing the grass and maintaining the property in a compliant condition.

Cleaning the property and repairing damage to any structures on site.

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Sincerely,

A.L. Counterman
Code Enforcement Inspector

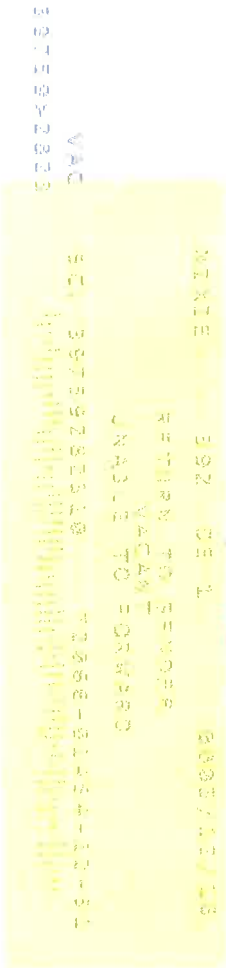
Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

CERTIFIED MAIL®



7026 0910 0000 8619 8798

Mcdonald Eliza Davis
307 Apple Street
Starkville, MS 39759



212 W. Gillispie Street

Parcel #

102B-00-319.00

Property Owner

Childs Cornelius Etal

Tax Card Address:

212 W Gillispie St. Starkville, MS 39759

Code Offenses

MS 21-19-11 Dilapidated Structure

Starkville 54-52 (1, 3 & 4) (Unhealthy and unsafe conditions)

Starkville 54-53 (Creation or maintenance of a nuisance)

IPMC 108.1.1 (Unsafe structures)

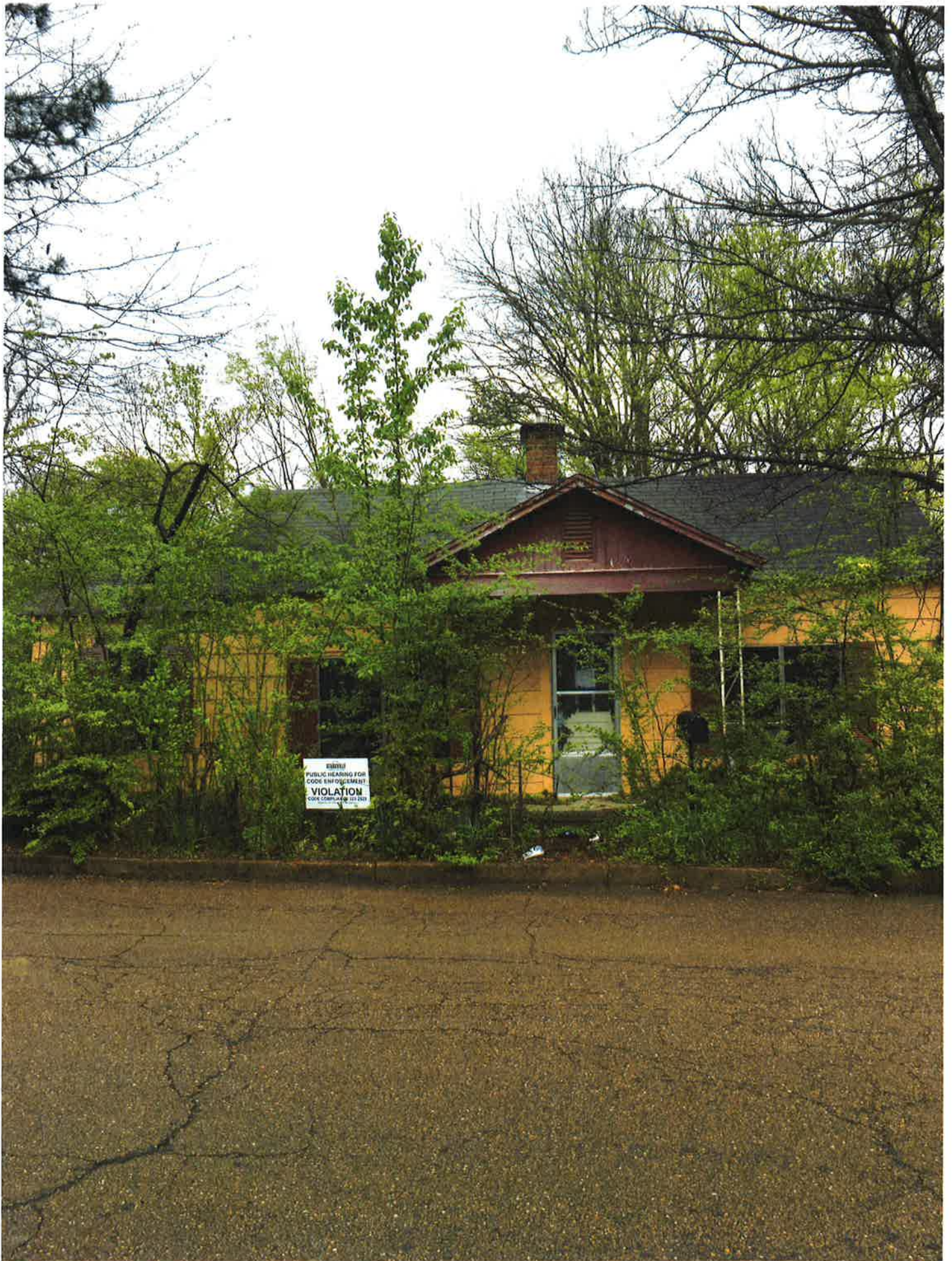
IPMC 108.1.3 (Structure unfit for human occupancy)

IPMC 108.1.5 (7) (Dangerous structure or premises)

5/29/18 update

No progress has been made. Notification letter was returned to sender.









A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Childs Cornelius Etal
212 W. Gillespie Street
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 212 W. Gillespie Street
PARCEL: 102B-00-319.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 212 W. Gillespie Street, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

The Mayor and Board of Aldermen will determine if the property is in such a state of uncleanness as to be a menace to public health safety and welfare of the community. You are invited to attend and present evidence about this issue.

www.cityofstarkville.org

Mississippi Code, Section 21-19-11, requires that you be informed that: An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the City of Starkville to reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the City of Starkville where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

You may take steps now to bring the property into compliance, if necessary. The property will be inspected immediately before the scheduled hearing and information regarding the condition of the property or parcel at that time will be considered. **However, please note that the hearing will take place as set forth herein. If the hearing is rescheduled or cancelled, you will receive another Notice of Hearing.**

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If you have any questions, please call me at (662) 323-2525 ext. 3131. You can view our city ordinances at www.cityofstarkville.org. Again I would like to thank you for helping to make Starkville an exciting, attractive and safe place to live.

Sincerely,

A.L. Counterman
Code Enforcement Inspector

Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

C/Sd REOFFER 4/21/8
HCS

NOTICE
DO NOT
RETURN

CERTIFIED MAIL

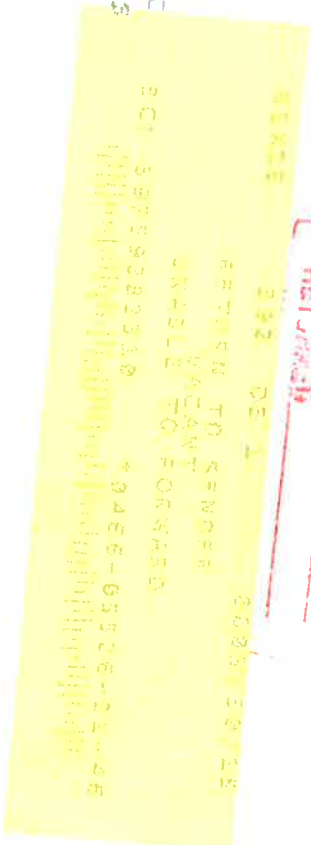


7015 0640 0004 8327 8715

Childs Cornelius Etal
212 W. Gillespie Street
Starkville, MS 39759

VAC

39759-5920815



PAID
STARKVILLE, MS
39759



5.00

1371 Babylon Street

Parcel

119-30-007.00

Property Owner

Watt Willie Mae Barnes

Tax Card Address:

2024 Hoyt Street Muskegon Heights, MI 49444

Code Offenses

MS 21-19-11 Dilapidated Structure

Starkville 54-52 (1, 3 & 4) (Unhealthy and unsafe conditions)

Starkville 54-53 (Creation or maintenance of a nuisance)

IPMC 108.1.1 (Unsafe structures)

IPMC 108.1.3 (Structure unfit for human occupancy)

IPMC 108.1.5 (7) (Dangerous structure or premises)

5/29/18 update

Notification letter was returned to sender. No clean up progress has been made.









A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Watt Willie Mae Barnes
c/o Clyde Kemp
1371 Babylon Road
Starkville, MS 39759

Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 1371 Babylon Road
PARCEL: 119-30-007.00

VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 1371 Babylon Road, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

www.cityofstarkville.org

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Sincerely,

A.L. Counterman
Code Enforcement Inspector



A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Watt Willie Mae Barnes
c/o Clyde Kemp
2024 Hoyt Street
Muskegon Heights, MI 49444

Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 1371 Babylon Road
PARCEL: 119-30-007.00

VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

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Date: June 5, 2018
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Place: 110 W. Main Street, Court Room, City Hall

www.cityofstarkville.org

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Sincerely,

A.L. Counterman
Code Enforcement Inspector

Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

CERTIFIED MAIL



7016 0910 0000 8619 8156



Watt Willie Mae Barnes
c/o Clyde Kemp
1371 Babylon Road
Starkville, Ms

FROM NOT
SECOND NOTICE
RETURNED

392 DE 1 00357123715
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
VAC SC 39759283310 *2066-06725-15-22
39759283310

CERTIFIED MAIL



7016 0910 0000 8619 8149

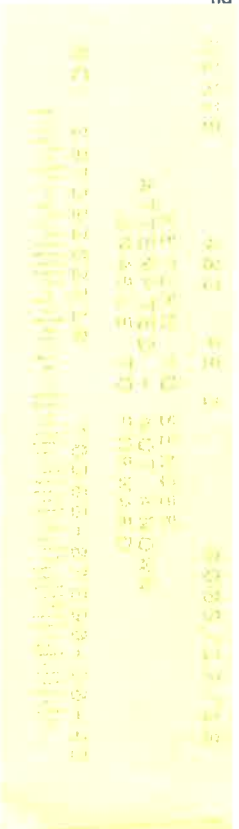


Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

Watt Willie Mae Barnes
c/o Clyde Kemp
2024 Hoyt Street
Muskegon Heig

ANK 58

49 39 39 39 39 39 39 39





PUBLIC NOTICE

The City of Starkville will hold a Public Hearing to determine if the properties listed below are in a condition which requires cleaning in order to comply with Starkville Code of Ordinances Section 54 and Mississippi Code Section 21-19-11.

The Hearing will be held at the regularly scheduled Board of Aldermen meeting on June 5, 2018 at 5:30 pm on the 1st floor of City Hall located at 110 West Main Street.

29. PUBLIC HEARING AND CONSIDERATION OF WHETHER PROPERTIES LOCATED ON TAX PARCELS 118N-00-112.00 (608 GREENSBORO ST), 118O-00-250.00 (109 BEATTIE ST), 119-30-007.00 (1371 BABYLON ST), 102B-00-321.00 (212 WEST GILLISPIE ST), AND 118P-00-116.00 (307 APPLE ST) ARE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISSISSIPPI CODE ANN. 21-19-11.

Buddy Sanders presented the history and photos of parcels 118N-00-112.00, 118O-00-250.00, 119-30-007.00, 102B-00-321.00, and 118P-00-116.00. Notice was sent by certified mail to the property and tax address for all of the properties above fifteen days prior to June 5, 2018. Notice was also posted at the front door or remains of buildings located on the properties, along with a sign for each of the above addresses. Notice was also posted at City Hall.

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

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

Alderman Vaughn, duly seconded by Alderman Miller, offered a motion to declare properties located on tax parcels 118N-00-112.00, 118O-00-250.00, 119-30-007.00, 102B-00-321.00, and 118P-00-116.00 to be in such a state of uncleanness as to be menaces to the public health, safety, and welfare of the community pursuant to Mississippi Code Ann. 21-19-11 and authorized the City to take appropriate clean-up action pursuant to the statute. 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.

30. PUBLIC HEARING AND CONSIDERATION OF VA 18-02: A REQUEST FOR VARIANCE RELIEF FROM SIDEWALK AND STREET DESIGN REQUIREMENTS FOR A PROPOSED SUBDIVISION LOCATED ON THE SOUTH SIDE OF HIGHWAY 182 +/-530' EAST OF THE INTERSECTION WITH STARK ROAD IN AN R-E ZONE WITH THE PARCEL # 102D-00-015.00.

Buddy Sanders presented VA 18-02. The applicant John Tomlinson is proposing to develop a 15-lot subdivision on property he currently owns along the south side of Highway 182. Part of the concept for the development is to create large lots with a rural feel. To accomplish this, the applicant is requesting relief from part of the sidewalk requirements and the standard street design requirements. Due to issues with slope and existing infrastructure that would have to be modified, the applicant is requesting to not be required to place sidewalks along Highway 182 from property line to property line. The applicant is also requesting relief from the requirement to place a 5' sidewalk on both sides of the road in the proposed development. The proposed plan has a 6' sidewalk on at least one side of the road throughout the development. The proposed street design also requires variances from street width, typical curb design and storm drainage standards. The 2016 Comprehensive Plan lists the property's placetype as Rural Neighborhood. The Rural Neighborhood placetype recommends low density neighborhoods. The applicant attended a Development Review Committee meeting on May 17, 2018. On May 23, 2018, the Board of Adjustments and Appeals voted unanimously to recommend approval of this request.

36 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on May 7, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one office visit

requesting information about the request.

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

Saunders Ramsey of Neel-Schaffer Engineering, representing John Tomlinson, spoke as to the engineering reasons for the request. He asked that the Board grant the variance based on the financial burden of constructing the sidewalk based on the current slope and existing infrastructure.

Christina Gilcrest spoke against the variance. Ms Gilcrest stated that with the development being discussed near this development that sidewalks would be a good addition to highway 182. She also stated she did not agree with a narrower street than currently required.

Rob Roberson, owner of property near this proposed subdivision, recommended the variance in that he feels this development will be a good addition to the City.

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

The Board requested that City Staff and / or the Mayor contact MDOT concerning sidewalk options along highway 182.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion approving VA 18-02 for a Variance from sidewalk and street design requirements for a proposed subdivision located on the south side of Highway 182 +/- 530' east of the intersection with Stark Road in an R-E zone with the parcel # 102D-00-015.00. The Board voted as follows:

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

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

Alderman Carver left the meeting.

31. CONSIDERATION OF LW 18-01: A REQUEST FOR LANDSCAPE WAIVER FROM CANOPY TREE REQUIREMENTS FOR THE PROPOSED FEMA COMMUNITY SAFE ROOM AT SOUTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND INDUSTRIAL PARK ROAD IN A M-1 ZONE WITH THE PROPERTY #102K-00-012.00.

Buddy Sanders presented LW 18-01. Emily Garrard on behalf of Oktibbeha County requested relief from the requirement to plant canopy trees at the proposed FEMA Community Safe Room located at southeast corner of the intersection of Lynn Lane and Industrial Park Road in a M-1 zone with the property #102K-00-012.00. The applicant, Oktibbeha County, is in the process of designing and pricing a proposed Community Safe Room. The proposed structure has a maximum occupancy of 555 as listed on the preliminary plans. On the application the applicant cited FEMA P-361, Third Edition/March 2015, Safe Rooms for Tornadoes and Hurricanes, Guidance for Community and Residential Safe Rooms as saying that trees are listed as wind-born debris. FEMA P-361 list trees as a laydown hazard on page B2-2. Laydown hazards are structures such as towers or large trees that could fall onto the shelter. If a structure is within the fall zone of a tree, the tree would be classified as a laydown hazard. The applicant is requesting to place no canopy trees on the entire site which is required in Section 5, Section 6, and Section 7 of the Starkville Landscape Ordinance.

Attorney Rob Roberson, appearing on behalf of Oktibbeha County, noted that the County would be able to plant shrubs and smaller trees as required. Alderman Walker offered a motion to approve Landscape Waiver 18-01 with the condition that all canopy trees from the fall zone of the shelter structure be eliminated thus the overall number of required trees be reduced. Alderman Sistrunk offered a second to the motion and the Board voted as follows:

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

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

32. CONSIDERATION OF LW 18-02: A REQUEST FOR LANDSCAPE WAIVER FROM INTERIOR PARKING AREA REQUIREMENTS FOR THE PROPOSED RENOVATION TO LINDSEY WARNER DENTAL OFFICE AT 303 HOSPITAL ROAD IN A C-1 ZONE WITH THE PROPERTY # 118J-00-042.00.

Buddy Sanders presented LW 18-02. Cynthia Rood, landscape architect on behalf of Lindsey Warner, DMD is requesting relief from the interior parking area requirements for the proposed renovation to an existing dental office at 303 Hospital Road in a C-1 zone with the property # 118J-00-042.00. The applicant, Lindsey Warner, is in the process of designing a proposed renovation to an existing dentist office. To meet the requirements of the development ordinance, additional landscape islands are required to be added to the parking lot in front of the building adjacent to the road. The code requires the landscape islands to be a minimum dimension of 9'x18'. The proposed landscape islands are 6'x18'. The applicant is requesting to place no canopy trees within the landscape island and to reduce the size of the island due to the loss of needed parking spaces. This is a waiver request from the requirements found in Section 6 of the Landscape Ordinance.

Alderman Walker offered a motion to approve LW 18-02, a request for Landscape Waiver from interior parking area requirements for the proposed renovation, to Lindsey Warner dental office at 303 Hospital Road in a C-1 zone with the property # 118J-00-042.00. Alderman Sistrunk offered a second to the motion and the Board voted as follows:

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

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

33. CONSIDERATION OF LW 18-03: A REQUEST FOR LANDSCAPE WAIVER FROM PERIMETER AND LANDSCAPE STRIP REQUIREMENTS FOR THE PROPOSED SLIM CHICKENS RESTAURANT AT 518 SOUTH MONTGOMERY IN A C-2 ZONE WITH THE PROPERTY #102A-00-278.00.

Buddy Sanders presented LW 18-03. James R. Bagwell on behalf of Joshua Holdings is requesting relief from the perimeter and landscape strip requirement for the proposed Slim Chickens restaurant at 518 South Montgomery in a C-2 zone with the property #102A-00-278.00. The applicant, James Bagwell, is in the process of renovating the former Abner's restaurant building for a new restaurant, Slim Chickens. The existing site does not meet the current development requirements. To meet the requirements, a majority of the on-site parking will either be reduced or completely removed. The applicant is requesting to reduce the dimensional requirements of the landscape strip along South Montgomery to 3' and to not place the perimeter landscaping strips as required in Section 5 and Section 6 of the Landscape Ordinance.

Alderman Walker offered a motion to approve LW 18-03, a request for Landscape Waiver from perimeter and landscape strip requirements, for the proposed Slim Chickens restaurant at 518 South Montgomery in a C-2 zone with the property #102A-00-278.00 in that it is an existing non-conforming property. Alderman Vaughn offered a second to the motion and the Board voted as follows:

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

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

34. CONSIDERATION TO ADVERTISE FOR STATEMENT OF QUALIFICATIONS FROM PROFESSIONALS TO APPLY FOR U. S. DEPT OF TRANSPORTATION AND APPALACHIAN REGIONAL COMMISSION GRANTS TO IMPLEMENT THE DR. MARTIN LUTHER KING, JR. DRIVE / HWY 182 CORRIDOR PLAN AND TO MAKE OTHER IMPROVEMENTS.

Alderman Vaughn offered a motion to approve the advertising for statement of qualifications from professionals to apply for U.S. Department of Transportation and Appalachian Regional Commission grants to implement the Dr. Martin Luther King, Jr Drive/ Highway 182 Corridor Plan and to make other improvements. Alderman Perkins offered a second to the motion and the Board voted as follows:

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

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

35. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 30, 2018 FOR FISCAL YEAR ENDING 9/30/18 ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of May 30, 2018 for fiscal year ending 9/30/18, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 350,857.30
Airport Fund	015	87,992.04
Sanitation	022	48,780.73
Landfill	023	4,859.66
Industrial Park Bond	303	133,703.12
Park and Rec, Tourism	375	8,839.75
Sub Total Before Utilities		\$ 635,032.60
Utilities Dept.	SED	493,607.58
Total Claims	Total	\$1,128,640.18

36. REQUEST AUTHORIZATION TO HIRE KIRKLAND WEBBER, AS A PART-TIME SEASONAL PROGRAM SPECIALIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, to hire Kirkland Webber, as a part-time Seasonal Program Specialist in the Starkville Parks & Recreation Department, 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.

37. REQUEST AUTHORIZATION TO HIRE KELLY CONGER AND SWAYZE PILLOW, AS A PART-TIME SEASONAL PROGRAM SPECIALIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, to hire Kelly Conger and Swayze Pillow, as a part-time Seasonal Program Specialist in the Starkville Parks & Recreation Department, 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.

38. REQUEST AUTHORIZATION TO HIRE SHANE MCMULLEN, AS A GROUND & FACILITIES SUPERVISOR IN THE STARKVILLE PARKS RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, to hire Shane McMullen, as a Ground & Facilities Supervisor in the Starkville Parks Recreation Department, 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.

39. 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 Miller, seconded by Alderman Sistrunk, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: 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 Board entered closed session.

Alderman Little left the meeting at this time.

40. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Miller offered a motion to enter Executive Session for the purpose of the personnel grievance of an employee of Starkville Utilities Department and pending litigation relating to the Hinton vs City of Starkville case on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Sistrunk, the

Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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 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 the personnel grievance of an employee of Starkville Utilities Department and pending litigation relating to the Hinton vs City of Starkville case, on a finding that the proposed topics qualified for Executive Session.

At this time, the Board entered Executive Session.

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

Alderman Sistrunk offered a motion to return to Open Session. Alderman Vaughn seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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 no action in Executive Session.

42. MOTION TO RECESS UNTIL JUNE 19, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Walker, for the Board of Aldermen to recess the meeting until June 19, 2018 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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 _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)