MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
December 18, 2018

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on December 18, 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 add Pending Litigation under Executive Session.
There being no objections or additional 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 Walker offered a motion, duly seconded by Alderman Sistrunk, to approve the December 18, 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, DECEMBER 18, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE DECEMBER 4, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
New Employee Introduction: Nick Callahan – Park and Recreation Sports Coordinator

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. DOROTHY ISAAC – STARKVILLE COMMUNITY CONCERNS

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION TO TRANSITION FUEL ACQUISITION TO FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC FOR THE ENSUING 2019 CALENDAR YEAR. DURING CY 2019, THE FUEL ACQUISITION WILL BE MONITORED AND EVALUATED TO DETERMINE IF IT WILL BE NECESSARY TO CLOSE THE CITY OF STARKVILLE'S FUEL STATION IN THE 2020 CALENDAR YEAR.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF APPROVAL OF GOLD SERVICE PLAN INVOICE AND AGREEMENT WITH QTPOD PETROLEUM.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF AN APPEAL OF THE DENIAL OF THE VARIANCE REQUEST VA 18-12 BY THE BOARD OF ADJUSTMENT AND APPEALS FOR RELIEF FROM FRONT AND REAR YARD SETBACK REQUIREMENTS FOR PROPOSED DUPLEXES AT 314 LOUISVILLE STREET AND 300 SCALES STREET IN AN R-2 ZONE WITH THE PROPERTY #S 102B-00-051.00 AND 102B-00-052.00.

C. COURTS
THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF A RESOLUTION COMMITING THE REQUIRED 20% MATCHING FUNDS IN THE AMOUNT OF $4,724.40 TO BE DERIVED FROM CITY OF STARKVILLE CAPITAL IMPROVEMENT BOND FUNDS TO LEVERAGE SAID ARC

FUNDS FOR THE PROPOSED CHANGE ORDER NUMBER ONE OF THE ARC AREA DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS PROJECT WHICH WILL RE-CONSTRUCT THE MILL STREET ACCESS ROAD.

2. CONSIDERATION OF AN ACCESS MANAGEMENT POLICY FOR THE CITY OF STARKVILLE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 11, 2018 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF THE NOVEMBER 2018 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO DAVIS JACKSON TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT WITH BURN TO OCCUR AT PHASE 9 OF HUNTINGTON PARK, WEST SIDE OF THE DEVELOPMENT.

2. APPROVE INTERLOCAL AGREEMENT BETWEEN OKTIBBEHA COUNTY, MISSISSIPPI AND STARKVILLE, MISSISSIPPI RELATING TO JOINT FIRE TRAINING.

3. APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY TO ALLOW BOTH PARTIES TO PARTICIPATE IN A REGIONAL FEMA ASSISTANCE TO FIREFIGHTERS GRANT TO PURSUE FUNDS FOR UPGRADING COMMUNICATIONS EQUIPMENT FOR FIRE SERVICE FOR EACH PARTY.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE KENYA BIBB AS A CERTIFIED POLICE OFFICER.

2. REQUEST AUTHORIZATION TO HIRE ALEX ESTERS AS A DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE JOE DAN BAKER AS A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE GARRETT HEARN AS A PART-TIME ATHLETIC ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

5. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME RECEPTIONIST IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.

6. REQUEST AUTHORIZATION TO ADVERTISE FOR AN AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.

7. REQUEST AUTHORIZATION TO HIRE MARTIN HALL AND MATTHEW SCERBAK AS FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT AND REQUEST AUTHORIZATION TO RETAIN CANDIDATES FROM THE SELECTION PROCESS, HELD ON DECEMBER 11, 2018 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

8. REQUEST AUTHORIZATION TO HIRE ORATHIO ROBINSON AS A MAINTENANCE WORKER III IN THE STARKVILLE UTILITIES DEPARTMENT.

9. REQUEST AUTHORIZATION TO HIRE JACOLBY MOBLEY AS A MAINTENANCE WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

10. REQUEST AUTHORIZATION TO ADVERTISE FOR AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING/ UTILITES DEPARTMENT.

11. REQUEST AUTHORIZATION TO HIRE EILEEN HILL, AS THE EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR CONCESSIONS SERVICE IN THE PARKS AND RECREATION DEPARTMENT.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF DEDICATION AND ACCEPTANCE OF WARRANTY DEED FOR RESERVED LOT IN DEERFIELD SUBDIVISION FOR USE BY STARKVILLE UTILITIES.

2. CONSIDERATION OF AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FROM LEE’S PRECAST CONCRETE, INC. FOR THE PHASE I OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF $12,985.00

3. CONSIDERATION OF AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FROM T&M STEEL TO PURCHASE AN EQUIPMENT STORAGE STRUCTURE IN THE AMOUNT OF $44,977.00.

4. CONSIDERATION OF AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FROM TURNER FARMS AND TRAILER SALES TO PURCHASE A TILT BED TRAILER FOR HAULING UTILITY EQUIPMENT IN THE AMOUNT OF $5,860.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JANUARY 2, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 23:

2. CONSIDERATION OF THE MINUTES OF THE DECEMBER 4, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the December 4, 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 APPROVAL OF GOLD SERVICE PLAN INVOICE AND AGREEMENT WITH QTPOD PETROLEUM.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of a Gold Level Service Agreement between QT Pod and the City of Starkville for support on the Self-Serve Aviation Credit Card Terminal for a term of one year in the amount of $1,095.00" is enumerated, this consent item is thereby approved.

QTpod

4909 Nautilus Court North, Suite 109, Boulder, CO 80301
Phone: (303) 444-3590 Fax (303) 444-8736
e-mail: mduncan@qtpod.com

Extended Warranty and Service Policy Program

Site Name: Starkville Bryan Field **PO Number:** none
Address: 120 Airport Road
City: Starkville **State/Province:** MS **Postal Code:** 39759
Site ID: 1814

☑ **Aviation** ☐ **Marina** ☐ **Other**

Model: M3000Pro **Serial Number:** 3000811
Date Installed: 5/27/2008

Policy Type:

Part ID	Part Description	Qty	List
Gold	Gold Service Plan	1	$1,095.00

Coverage Included:

☐ Business Hours Telephone Support	☑ Free Software Updates
☑ 24/7 Telephone Support	☐ On-Site Technician for Repairs
☐ 25% Discount on Parts	☑ Prepaid Ground Freight
☑ 40% Discount on Parts	☐ Lightning Protection
☐ 100% Discount on Parts	

We Accept VISA and MasterCard payments or you may overnight a check or money order.

All service plans from QT Pod are written contracts between QT Pod and its customers. This letter is meant to provide a general description of the various plans to be offered. Please refer to the full text of the support contract you select for all inclusions and any exclusions or limitations.

QT Petroleum on Demand - Features Description

Business Hours Support - QT Pod will provide telephone technical support on Monday through Friday from 7:30 AM to 6:00 PM MST, holidays excluded

24/7 Support - QT Pod provides support after-hours and on holidays to customers with GOLD and PLATINUM Service Plans. QT Pod staff will respond to all calls within an hour of the initial call for service. After hours support is intended for emergency situations where you are unable to pump fuel.

Software Upgrades - QT Pod will provide GOLD and PLATINUM customers with software updates and revisions at no charge as they become available (a $495.00 value). SILVER customers will be charged with the full retail price for software upgrades and revisions.

Parts Replacement - QT Pod parts replacement policy is as follows: SILVER - Customers receive a 25% discount on all parts required to return unit to service. Customer is responsible for installation of parts and pays for both outbound and inbound shipping charges. GOLD - Customers receive a 40% discount on all parts required to return unit to service. QT Pod will pay outbound shipping charges via UPS Ground Service. Customer may be responsible for overnight shipping charges should this method be requested. Customer is responsible for installation of parts and the inbound shipping charges. PLATINUM - Customer will recieve on a "parts exchange" basis at no charge. Customer is responsible for installing the new parts and must return the "old" parts within 10 days or is charged the full retail price. Parts replacement will be sent via UPS Ground Service at no charge. Customer may be responsible for overnight shipping charges should this method be requested.

On site Technical Assistance / On Site Repairs - The customer shall be responsible for installing all replacement components and shall return all failed components to QT. Should QT be unable to diagnose and/or repair the terminal within a reasonable time frame, QT will, at its sole descretion, dispatch a technician of its choosing to the Site for those customers covered under the PLATINUM plan. Customer shall not be responsible for labor charges. Customer shall bear the cost of travel expenses. The customer is responsible for any electrical repairs outside the unit caused by electrical failure, lightning, or other power surges. (Note: this service is not available in all areas. Check with your QT Pod sales representative for details.)

Lightning Protection - QT Pod offers PLATINUM PLUS customers a complete hardware replacement if the unit's failure is deemed to be the result of lightning or extreme power surges provided the customer's terminals equipped with a Sandwich Block (SB41) lightning suppressor and Data Line Protector (DLP-200).

Terms of Agreement

As an authorized agent of the above named company, and on behalf of the company, I agree to all the terms and conditions listed on this agreement and further agree to pay the amount specified either in whole or as specified herein. This agreement is 12 months in length and begins on the date QT receives payment and remains in effect for twelve continuous months. This contract is non-cancellable and non-refundable. QT Pod agrees to honor this agreement as written only to the extent as specified in the Terms of Service as listed above. QT Pod is not responsible for any damage to the covered unit or attached equipment resulting from the improper installations of parts by unauthorized technicians. Failure to pay the contract in its entirety will result in collections and legal actions by QT Petroleum on Demand.

Agreed upon this day 12/11/2018 . Between QT Pod and Starkville Bryan Field

QT Pod Representative ____________________ Date 12/11/2018

Company Representative ____________________ Date __________

4. CONSIDERATION OF APPROVAL OF A RESOLUTION COMMITING THE REQUIRED 20% MATCHING FUNDS IN THE AMOUNT OF $4,724.40 TO BE DERIVED FROM CITY OF STARKVILLE CAPITAL IMPROVEMENT BOND FUNDS TO LEVERAGE SAID ARC FUNDS FOR THE PROPOSED CHANGE ORDER NUMBER ONE OF THE ARC AREA DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS PROJECT WHICH WILL RE-CONSTRUCT THE MILL STREET ACCESS ROAD.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of that the City of Starkville commits required 20% matching funds in the amount of $4,724.40 to be derived from City of Starkville capital improvement bond funds to leverage said ARC funds for the proposed change order number one of the ARC area development infrastructure improvements project which will re-construct the Mill Street Access Road" is enumerated, this consent item is thereby approved.

A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN ARC FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI APPALACHIAN REGIONAL COMMISSION (ARC)
PROGRAM
(Project Number MS-18956)

WHEREAS, the State of Mississippi has funds available under the Mississippi Appalachian Regional Commission (ARC) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Appalachian Regional Commission; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage ARC Area Development funds with other funds in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that City of Starkville does hereby commit the required 20% match of $4,724.40 to be derived from City of Starkville Capital Improvement Bond funds, to leverage said additional ARC funds in the amount of $18,894 for the proposed Change Order #1 ($23,618.40) of the ARC area development infrastructure improvements project which will re-construct an access road (Mill Street) and upgrade storm water drainage pipes and inlets.

SO ORDERED, THIS 18TH DAY OF DECEMBER 2018, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

____
D. Lynn Spruill, Mayor

ATTEST:______________________________
Lesa Hardin, City Clerk

5. CONSIDERATION OF ACCEPTANCE OF THE NOVEMBER 2018 FINANCIAL STATEMENTS.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “acceptance of the November 2018 financial statements” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO DAVIS JACKSON TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT WITH BURN TO OCCUR AT PHASE 9 OF HUNTINGTON PARK, WEST SIDE OF THE DEVELOPMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a commercial burn permit to Davis Jackson to burn cleared debris associated with a construction project at Phase 9 of Huntington Park, west side of the development” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN OKTIBBEHA COUNTY, MISSISSIPPI AND STARKVILLE, MISSISSIPPI RELATING TO JOINT FIRE TRAINING.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of an interlocal agreement between Oktibbeha County, Mississippi and Starkville, Mississippi relating to joint fire training” ” is enumerated, this consent item is thereby approved.

(Agreement follows on next page)

8. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY TO ALLOW BOTH PARTIES TO PARTICIPATE IN A REGIONAL FEMA ASSISTANCE TO FIREFIGHTERS GRANT TO PURSUE FUNDS FOR UPGRADING COMMUNICATIONS EQUIPMENT FOR FIRE SERVICE FOR EACH PARTY.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Memorandum of Understanding between the City of Starkville and Oktibbeha County to allow both parties to participate in a regional FEMA Assistance To Firefighters Grant to pursue funds for upgrading communications equipment for fire service for each party” is enumerated, this consent item is thereby approved.

(Agreement follows Interlocal Agreement)

INTERLOCAL AGREEMENT BETWEEN OKTIBBEHA COUNTY, MISSISSIPPI AND STARKVILLE, MISSISSIPPI RELATING TO JOINT FIRE TRAINING

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into between the City of Starkville, Mississippi ("City"), by and through its Mayor and Board of Aldermen, and Oktibbeha County, Mississippi ("County"), by and through its Board of Supervisors, pursuant to Mississippi Code Section 17-13-1, *et seq*.

WITNESSETH:

WHEREAS, the City and County wish to acknowledge the role and importance of training to enhance the ability of each entity to respond in the event of fire and other emergencies;

WHEREAS, the City and County understand the need to properly and safely function at fire and other emergencies; and

WHEREAS, the City and County wish to encourage common and uniform tactical response for emergencies in the region.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to permit the use of equipment and facilities of either party, upon their approval and coordination, for training activities, both individually and jointly. This Agreement shall supersede any previous agreements.

II. CONTACT PERSONS & DEFINITIONS

For the purposes of this Agreement, the City is represented by the Starkville Fire Chief and the County is represented by the Fire Services Coordinator.

The "host agency" is the party that owns the equipment and/or facilities involved in a training session. The "visiting agency" is the party that is permissively using the other party's facilities and/or equipment for a training session pursuant to this Agreement.

III. REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

A. The City and County support each other's ability to use the most advanced methods for mitigating fire emergencies, including the most advanced firefighting tactics.

B. The City and County agree that the use of training facilities, upon approval and coordination of the host agency, will not hinder the use of said facilities by the host agency.

C. In the event of scheduling conflicts, the training schedule of the host agency shall have first priority and control.

D. The use of any facility or equipment shall be solely for the purpose of training fire personnel of the City and County.

E. City and County agree to abide by National Fire Protection Association (NFPA) standards for monitoring firefighter clothing and equipment used by their members when conducting training sessions.

F. The visiting agency agrees that only trained host agency personnel will oversee training activities.

G. The visiting agency agrees to abide by any and all host agency training guidelines and/or requirements for training tactics, environmental conditions, and length of training sessions.

H. The visiting agency agrees to reimburse the host agency for any and all cost incurred in operating facilities or equipment during training sessions. The cost will include, but not be limited to, associated overtime, fuel to operate and heat the facilities, and/or broken or damaged equipment used during a training event. The host agency will take reasonable care not to charge excessive cost to the visiting agency.

I. Both parties shall furnish each other with proof of insurance covering each respective agency's personnel using a training facility or equipment. Neither party is obligated to insure the other party's personnel.

J. The visiting agency agrees to assume the defense, indemnify, and hold harmless the host agency from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to the visiting agency's use of the host agency's facilities and/or equipment.

K. The visiting agency shall furnish the host agency a signed indemnification/hold harmless agreement for every training activity.

L. The host agency has the express right to act in the best interest of any participant when a situation, if not corrected, could be detrimental or dangerous to a participant, or damaging to the training facility or equipment.

M. The visiting agency understands that the host agency reserves the right, at its sole discretion, to stop a training session when actions or conditions are deemed by the host agency to be unsafe.

IV. CONSTRUCTION OF AGREEMENT

Each party, with the assistance of competent counsel, has participated in the drafting of this Agreement, and any ambiguity should not be construed for or against any party on account of such drafting.

V. AMENDMENTS

This Agreement is the full and final Agreement between the parties, and supersedes any prior oral or written agreements. This Agreement may be amended only in writing as mutually agreed upon by the parties.

VI. SEVERABILITY

Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

VII. AUTHORITY TO ENTER INTO AGREEMENT

Each party represents and warrants that its respective obligations hereunder are legal and binding obligations of such party, that each party is fully authorized to enter into this Agreement pursuant to the powers conferred to municipalities and counties under the Mississippi Code, and that the persons signing this Agreement for each party have been duly authorized to sign this Agreement on behalf of said party.

VIII. EFFECTIVE DATE & TERM

This Agreement shall take effect and bind the parties on the date of approval by the Mississippi Attorney General pursuant to Mississippi Code Section 17-13-11. This Agreement shall renew, automatically, on a yearly basis unless terminated by either party for any reason, or no reason, by providing 60-day written notice to the other party.

SO EXECUTED AND AGREED THIS ____ day of ______________, 201_.

Oktibbeha County, Mississippi

By: ________________________________
Orlando Trainer
President, Board of Supervisors

City of Starkville, Mississippi

By: ________________________________
D. Lynn Spruill
Mayor, City of Starkville

MEMORANDUM OF UNDERSTANDING

BETWEEN

OKTIBBEHA COUNTY, MISSISSIPPI

AND

THE CITY OF STARKVILLE, MISSISSIPPI

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of ______________________________, by the City of Starkville, Mississippi ("City), by and through its Mayor and Board of Aldermen, and Oktibbeha County, Mississippi ("County"), by and through its Board of Supervisors.

WITNESSETH:

WHEREAS, the parties to this agreement acknowledge the role and importance of communication equipment to enhance their ability to respond to fires and other emergencies within their jurisdictions;

WHEREAS, the parties understand the need to properly and safely function at fire and emergency scenes, and how enhanced communication equipment improves such function; and

WHEREAS, the parties to this MOU wish to collaborate and work together through the FEMA Assistance to Firefighters Grant (sometimes "AFG") to pursue funds for upgrading communications equipment for fire service for each entity.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this MOU is to allow both parties to participate in a regional FEMA Assistance to Firefighters Grant to pursue funds for upgrading communications equipment for fire service for each party.

II. CONTACT PERSONS

For the purposes of this MOU, the City of Starkville is represented by its Fire Chief, and Oktibbeha County is represented by the Oktibbeha County Fire Coordinator.

III. REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

It is understood and agreed by the parties as follows:

A. Oktibbeha County will serve as the host agency to submit the Application and serve as grant administrator for both the City and County in the event of approval.

B. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through Oktibbeha County.

C. Oktibbeha County agrees, as the host agency, to properly account for the assets acquired under the regional AFG award and provide reporting requirement deliverables. As such, the City agrees to provide Oktibbeha County with information on a timely basis to comply with the requirements of the grant.

D. Both parties agree to accept the regional 2018-2019 AFG award and accept their respective equipment as listed in the Application in the event of approval.

E. Both Parties agree to provide a cash match of 10% of the total cost of their requested items, as detailed in the Application, and as required by the regional AFG program guidelines. The required match shall be paid by the City within forty-five (45) days after receipt of an invoice from Oktibbeha County in advance of equipment procurement.

F. The proposed grant award to each Party, including 10% cash match estimates, shall be distributed to each Party prior to submission of the grant application to FEMA, and must be approved by each Party in writing.

G. In the event of a reduced award, the Parties agree to accept the reduced amount and provide a 10% cash match on the total reduced award of their approved items.

H. Any expenditure beyond the grant award for a Party’s approved item(s) remains the sole responsibility of that Party.

I. The City agrees to allow Oktibbeha County to procure and distribute their respective assets if awarded under the regional AFG program.

J. The City agrees to promptly provide any additional documentation to Oktibbeha County, as requested, that may be necessary in connection with the grant.

K. The City agrees to promptly return to Oktibbeha County any equipment or deliverables that are received in error.

L. Both Parties agree to abide by all relevant rules, regulations, and requirements of the AFG program.

M. The Parties understand that this collaboration is limited to this regional AFG grant. Each Party agrees that no grant application shall be submitted mentioning the other Party, expressed or implied, without the written consent of all Parties involved.

N. Any assets obtained by each Party through the grant agreement shall be the sole property of that Party.

IV. CONSTRUCTION OF AGREEMENT

Each Party, with the assistance of counsel, has participated in the drafting of this MOU. Any ambiguity should not be construed for or against any Party on account of such drafting.

V. AMENDMENTS

This MOU may be amended only in-writing as mutually agreed upon by the Parties.

VI. SEVERABILITY

Should any non-material provision of this MOU be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this MOU, but rather the MOU shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

VII. AUTHORITY TO ENTER INTO MOU

Each Party represents and warrants that its respective obligations hereunder are legal and binding obligations of such Party, that each Party is fully authorized to enter into this MOU by the lawful and binding acts of its governing authorities, and that persons signing this MOU for each Party have been duly authorized to sign this MOU on behalf of said Party.

________________________	________________________
City of Starkville, MS	**Oktibbeha County, Mississippi**
Mayor D. Lynn Spruill	**Board President Orlando Trainer**
Attest: ________________	Attest: __________________
Lesa Hardin, City Clerk	

9. CONSIDERATION TO HIRE KENYA BIBB AS A CERTIFIED POLICE OFFICER.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Kenya Bibb as a Certified Police Officer for the Starkville Police Department" is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE ALEX ESTERS AS A DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICE DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Alex Esters as a Driver in the Sanitation & Environmental Service Department" is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE JOE DAN BAKER AS A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Joe Dan Baker as a Field Maintenance Worker in the Starkville Parks & Recreation Department" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE GARRETT HEARN AS A PART-TIME ATHLETIC ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Garrett Hearn as a part-time Athletic Assistant in the Starkville Parks & Recreation Department" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ADVERTISE FOR A PART-TIME RECEPTIONIST IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a part-time Receptionist in the Starkville Park and Recreation Department" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ADVERTISE FOR AN AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for an Airport Operations Manager in the Starkville Airport Department" is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE MARTIN HALL AND MATTHEW SCERBAK AS FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT AND REQUEST AUTHORIZATION TO RETAIN CANDIDATES FROM THE SELECTION PROCESS, HELD ON DECEMBER 11, 2018 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Martin Hall and Matthew Scerbak as Firefighters in the Starkville Fire Department and request authorization to retain candidates from the selection process, held on December 11, 2018 for consideration to fill any additional vacant positions in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days" is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE ORATHIO ROBINSON AS A MAINTENANCE WORKER III IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Orathio Robinson as a Maintenance Worker III in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE JACOLBY MOBLEY AS A MAINTENANCE WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Jacolby Mobley as a Maintenance Worker I in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO HIRE EILEEN HILL, AS THE EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Eileen Hill, as the Executive Administrative Assistant in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSALS FOR CONCESSIONS SERVICE IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise a request for proposals for concessions service in the Parks and Recreation Department" is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION OF DEDICATION AND ACCEPTANCE OF WARRANTY DEED FOR RESERVED LOT IN DEERFIELD SUBDIVISION FOR USE BY STARKVILLE UTILITIES.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the dedication and acceptance of warranty deed for reserved lot in Deerfield Subdivision for use by Starkville Utilities, with Starkville Utilities to pay the outstanding taxes of $441.84" is enumerated, this consent item is thereby approved.

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Book 2018 Page 22324
Deed
12/19/2018 08:38:39 AM
Oktibbeha County, MS
Sharon Livingston, Chancery Clerk

PREPARED BY/ RETURN TO:
Mitchell, McNutt & Sams
Attn: Christopher J. Latimer
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

INDEXING INSTRUCTIONS:
Part of the NW1/4 of Section 21, Township18 North, Range 14 East and being part of a lot designated as "reserved" in Deerfield Subdivision, Oktibbeha County, Mississippi.

(Space above this line reserved for recording information)

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

For and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the undersigned Grantors, ELBERT J. DAY, JR., 106 Dunlap, Starkville, MS 39759, (662) 312-3218 and GARY L. DAY, 1212 Louisville Street, Starkville, MS 39759, (662) 418-2691, as Grantors, do hereby convey, release, and warrant to the CITY OF STARKVILLE, MISSISIPPI, 110 West Main Street, Starkville, MS 39759, (662) 324-4012, as Grantee, the following described property, to wit:

> Beginning at the NW corner of Lot 5 Deerfield Subdivision run North 0° 07' West 128.9 feet; thence North 89° 53' East 181.72 feet; thence South 20° 25' West 184.43 feet; thence along the Northern Boundary of said Lot 5 125.0 feet to the Point of Beginning.

Being a lot in the Northeast Corner of Deerfield Subdivision designated as Lot C and as "reserved" on the Plat recorded in Plat Book 4, Page 13 in the Chancery Clerk's Office, Oktibbeha County, Mississippi, and bearing Parcel No. 105L-00-014.00 .

Grantors understand that they are entitled to compensation for this conveyance by law and have donated the property hereby conveyed without money compensation.

The above described property is conveyed subject to all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways, whether the same appear of record or not, if any.

The current 2018 year and any future county and city ad valorem taxes shall be the responsibility of the Grantee.

WITNESS OUR SIGNATURES this the 12 day of December, 2018.

ELBERT J. DAY, JR.

GARY L. DAY

Book 2018 Page 22326
Deed
12/19/2018 08:38:39 AM

STATE OF Mississippi

COUNTY OF Oktibbeha

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named GARY L. DAY, who being by me first duly sworn, states on oath and knowledge that he signed and delivered the foregoing Warranty Deed as his free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 11th day of Dec., 2018.

Christie B. Colvin
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 87228
CHRISTIE BAILEY COLVIN
Commission Expires
Oct 3, 2019
WEBSTER COUNTY

1103731_1

Book 2018 Page 22327
Deed
12/19/2018 08:38:39 AM

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named ELBERT J. DAY, JR., who being by me first duly sworn, states on oath and knowledge that he signed and delivered the foregoing Warranty Deed as his free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 12 day of December, 2018.

Terry Lynn Thomas
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 107853 TERRY LYNN THOMAS Commission Expires Jan 29, 2022 OKTIBBEHA COUNTY

My Commission Expires:

____

1103731_1

Book 2018 Page 22327.001
Deed
12/19/2018 08:38:39 AM

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named GARY L. DAY, who being by me first duly sworn, states on oath and knowledge that he signed and delivered the foregoing Warranty Deed as his free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 11th day of December, 2018.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 87228 CHRISTIE BAILEY COLVIN Commission Expires Oct 3, 2019 WEBSTER COUNTY

Christie B. Colvin
NOTARY PUBLIC

My Commission Expires: ________________

CHANCERY COURT OKTIBBEHA MISSISSIPPI

Oktibbeha County, MS
I certify this instrument was filed on 12/19/2018 08:38:39 AM
and recorded in the
Deed
Book 2018 Page 22324 - 22327
Sharon Livingston, Chancery Clerk

1103731_1

21. REQUEST AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FROM LEE'S PRECAST CONCRETE, INC. FOR THE PHASE I OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF $12,985.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to award lowest and best quote from Lee's Precast Concrete, Inc. for the Phase I of the approved Pleasant Acres manhole material purchase in the amount of $12,985.00" is enumerated, this consent item is thereby approved.

Quotes received excluding delivery fees: Lee's Precast, Inc. – $ 12,985.00 and the Precast Group - $15,815.00.

22. REQUEST AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FROM T&M STEEL TO PURCHASE AN EQUIPMENT STORAGE STRUCTURE IN THE AMOUNT OF $44,977.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to award lowest and best quote from T&M Steel to purchase a equipment storage structure in the amount of $44,977.00" is enumerated, this consent item is thereby approved.

Quotes received: T&M Steel - $44,977.00 and The Welding Works - $ 48,672.00.

23. CONSIDERATION TO AWARD LOWEST AND BEST QUOTE FROM TURNER FARMS AND TRAILER SALES TO PURCHASE A TILT BED TRAILER FOR HAULING UTILITY EQUIPMENT IN THE AMOUNT OF $5,860.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the "approval to award lowest and best quote from Turner Farms and Trailer Sales to purchase a tilt bed trailer for hauling utility equipment in the amount of $5,860.00" is enumerated, this consent item is thereby approved.

Quotes received: Turner Farms & Trailer Sales - $ 5,860.00 and Triple C Trailers - $6,200.00.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

New Employee Introduction: Nick Callahan – Park and Recreation Sports Coordinator

BOARD OF ALDERMEN COMMENTS:

Alderman Miller noting the passing of Laverne Stegall, MML Project Coordinator. He recognized her contributions and service to Mississippi municipalities through her many years of service.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated that some citizens are concerned with dangerous dogs. He asked that the area of Forest Creek near Hwy 25 be looked at for additional lighting.

Kelly Prather, Country Club Estates, asked that officials look at Leigh Lane, Bryce Lane and surrounding streets. They all need attention and repairs. Alderman Walker asked City Engineer Edward Kemp to address the area. Mr. Kemp noted that before streets can become public roads, 85% of the homes must have Certificate of Occupancy permits. The area is near that percentage and the developer is planning to construct permanent roads in early 2019. Alderman Walker requested an update in a few months as to the status.

John Hill, 153 Northside Drive, asked for a continuance of time to clean his grandmother's home at 132 Yellow

Jacket Drive. Due to all the recent wet weather, he has been unable to work on the property. Mayor Spruill agreed to speak to the Code Compliance officer and update Mr. Hill about an extension of time.

William Parker, owner of Power Stroke Equipment in the Industrial Park, asked for consideration on road and driveway width. He needs 20 feet to access his building. He noted the MDOT regulations the Board would be voting on later in the meeting say 16 feet. Edward Kemp and Community Planner Daniel Havelin will meet with him to discuss options.

John Tolliver, 26 Choctaw Road, had a sewer backup at his home on September 5. He asked that the City work to get the matter resolved. He also asked that the City address the homeless population in Starkville and work towards helping these people.

Chris Taylor thanked the elected officials for their service. His term as NAACP President ends December 31 and he asked that all people respect others.

PUBLIC APPEARANCES:

DOROTHY ISAAC – STARKVILLE COMMUNITY CONCERNS

Dorothy Issac expressed that she feels too much money is spent on in-kind services for special events. She noted there are no new businesses in the Rolling Hills area and that more low income housing is needed and fewer high rise apartments. She asked that the downtown area be more handicap friendly and that the Board find more ways to assist handicap people. She would like to see more black Aldermen in the future, more justice and more togetherness.

24. CONSIDERATION TO TRANSITION FUEL ACQUISITION TO FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC FOR THE ENSUING 2019 CALENDAR YEAR. DURING CY 2019, THE FUEL ACQUISITION WILL BE MONITORED AND EVALUATED TO DETERMINE IF IT WILL BE NECESSARY TO CLOSE THE CITY OF STARKVILLE'S FUEL STATION IN THE 2020 CALENDAR YEAR.

Jacob Forrestor presented options for future fueling of City vehicles and equipment. He listed the options as:
1) Do nothing, continue operating in house station, 2) upgrade current facilities or 3) transition to state contract purchasing (Fleetcor) system.

Alderman Sistrunk, duly seconded by Alderman Miller, offered a motion to transition fuel acquisition to FleetCor Technologies Operating Company, LLC for the ensuing 2019 Calendar Year with the fuel acquisition to be monitored and evaluated to determine if it will be necessary to close the City of Starkville's fuel station in the 2020 Calendar Year. The City Clerk and Mr. Forrestor will report to the Board after one quarter of operation as to the status of the new plan. Fleetcor currently holds the state contract pricing on fuel.

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.

25. CONSIDERATION OF AN APPEAL OF THE DENIAL OF THE VARIANCE REQUEST VA 18-12 BY THE BOARD OF ADJUSTMENT AND APPEALS FOR RELIEF FROM FRONT AND REAR YARD SETBACK REQUIREMENTS FOR PROPOSED DUPLEXES AT 314 LOUISVILLE STREET AND 300 SCALES STREET IN AN R-2 ZONE WITH THE PROPERTY #S 102B-00-051.00 AND 102B-00-052.00.

Daniel Havelin and Emily Corban presented the request. The applicant is requesting a variance to allow for a reduction in the front yard and rear yard setback for proposed duplexes to be constructed on two properties along Louisville and Scales Street. The two lots are being proposed to be subdivided into 5 lots. The request is to reduce the front setback from 25 feet to 10 feet for all proposed lots. The request is also to reduce the rear setback of proposed lot 5 from 35 feet to 15 feet. The applicant attended a Development Review Committee meeting on October 25, 2018. City staff requested that there be no access drives on Louisville St. in order to prevent traffic back-up at the intersection and that the Scales Street entrance be primarily right-in only to alleviate traffic backing up on Scales Street. On November 28, 2018 the Board of Adjustment and Appeals denied the request for a variance from setback requirements. On December 4, the applicant emailed a signed letter appealing the decision to the Board of Aldermen. As of this date, the Planning Office has received one in person visit against the request and two letters against the request.

The City Attorney noted the four conditions a variance request needs to meet as outlined in Appendix A, Article VI, Section K. The Mayor then opened the meeting up for comments and discussion.

Jason Pepper, applicant, asked that the variance be granted in that the rear parking conditions were requested by the City's development staff, causing the need for the setback variance.

Joe Fratesi, 511 Greensboro Street, stated he is not against the development itself, but feels a setback variance will set a precedent in the neighborhood, opening the door for future variances.

Jeremy Murdock, 502 Greensboro Street, noted that the development is adjoining a historic neighborhood and that any development should align with existing homes. He asked that the Board uphold the Board of Adjustments and Appeals denial.

Alderman Walker, duly seconded by Alderman Vaughn, offered a motion to deny Variance Request VA 18-12 based on a finding that the request does not meet the four criteria required as listed in Appendix A, Article VI, Section K.

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 THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 11, 2018 FOR FISCAL YEAR ENDING 9/30/19 ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of December 11, 2018 for fiscal year ending 9/30/19, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$ 264,329.22
Airport Fund	015	20,946.64
Sanitation	022	63,878.82
Landfill	023	649.50
Industrial Park Bond	303	13,954.61
Public Improvement Bonds 2018	319	4,910.00
Park and Rec, Tourism	375	2,200.00
Sub Total Before Utilities		$ 370,868.79
Utilities Dept.	SED	1,284,555.98
Total Claims	Total	$ 1,655,424.77

27. REQUEST AUTHORIZATION TO ADVERTISE FOR AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING/ UTILITES DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, the Board voted to advertise for an engineering inspector in the Starkville Engineering / Utilities Department 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: Absent
Alderman Henry Vaughn, Sr. Voted: Yea

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

CITY OF STARKVILLE JOB DESCRIPTION

Title: Engineering Inspector	**Department: Engineering and Utilities**
Reports to: City Engineer	**Classification: Exempt, Salary Grade 13**
Date Prepared: Nov 5, 2018	**Approved by Board: ___________**

GENERAL POSITION SUMMARY:

The Engineering Inspector performs quality assurance inspections and related activities for construction projects within the City, including private and publicly funded infrastructure projects and City capital improvement projects for grading, drainage, water, sewer, pump stations, transfer stations; storm drain installations, catch basins, pipe, retention/detention basins, grading and drainage work; dry utility installations, including electric conduit installation; paving and concrete flatwork, including curbs, gutters, sidewalks, driveways, etc.; and bridges and structures, etc. and other related items as it relates to engineering integrity with public infrastructure.

To inspect work quality and materials used in a variety of city construction projects including public and private residential subdivisions, commercial and industrial projects, utility facilities, and storm water compliance inspections; and to ensure constructed improvements are in compliance with approved plans, specifications, conditions, and regulations.

ESSENTIAL JOB FUNCTIONS:

- Serve as an initial point of contact with the Utilities & Engineering Department for companies, contractors, property owners, developers, and others for infrastructure needs.
- Attend pre-construction meetings to confer with contractors; reviews approved site plans and monitors compliance with City standards and applicable regulations and ordinances.
- Perform inspections of public improvement and utilities projects related to roadways, storm water and sanitary sewers and street maintenance programs.
- Inspect and perform oversight on the installation of water lines, sewer and storm drains.
- Inspect underground conduit construction.
- Communicate clearly and concisely, both orally and in writing with contractors, developers and city staff.
- Responds to and resolves public inquiries and complaints related to construction projects and development.
- Assist engineering staff with surveying, drafting, specifications and bidding documents; reviews plans prior to final department approval.
- Interprets, applies, and enforces the provisions of the City’s Engineering and Utilities Design Standards and Policies, and other applicable federal, state, and local codes, laws, regulations, specifications, standards, policies, and procedures.
- Assure contractor’s work conforms to the project specifications and is accomplished by inspecting the contractor’s work in progress, documenting finding and completing final report before acceptance of the project.
- Make modification recommendations; ensures completion of projects within established schedules; issues certificates of occupancy when appropriate.
- Assess the quality of materials and work related to construction/modification of a variety of public works facilities; analyze construction plans, specifications and maps relative to anticipated construction issues and propose possible solutions.
- Keep a daily record of instructions and directions given to the contractor regarding plan and specification interpretation and any required change orders.
- Perform other duties as assigned or directed.

KNOWLEDGE, SKILLS AND ABILITIES:

Construction - Knowledge of methods, practices and techniques of civil construction and commercial development to include site plans, project construction documents, technical schematics and surveying. Knowledge of city, state and federal codes, ordinances and regulations pertaining to civil construction and commercial development projects.

Understand the fundamentals of soils, soils classifications, soil compaction, and control of embankments, sub grades and stabilizing soils.

Understand the fundamentals of concrete; understanding the fundamentals of asphaltic concrete, raw materials, mixed design and construction of asphaltic concrete; and other issues related to construction inspection.

Safety - Knowledge of occupational hazards, safety precautions and safety regulations related to construction sites and uniform traffic control procedures. Knowledge of equipment inspection procedures and techniques. Knowledge of common safety rules, regulations, procedures and practices.

Interpersonal Relationships - Develops and maintains cooperative and professional relationships with employees, managers, contractors, general public and representatives from other departments and organizations.

Judgement/Decision Making - Uses logic and reasoning to understand, analyze, and evaluate situations; anticipates, identifies and evaluates potentially dangerous, unusual or deviating situations; diffuses emotional situations and exercises appropriate judgment to establish priorities and take prompt action for problem resolution.

Time Management - Ability to plan and organize daily work routine. Ability to establish priorities for the completion of work in accordance with sound time-management methodology. Work independently.

Communication - Ability to communicate ideas effectively, including the preparation of reports and logs. Ability to listen and understand directions, information and ideas presented verbally and in writing. Ability to handle a variety of issues with tact and diplomacy and in a confidential manner. Technologically proficient. Must have strong interpersonal and communication skills.

Observation - Ability to observe construction operations of construction projects in the field; identify underground service alert markings; interpret maps, plans, and reports; know how to perform underground work and other construction; and observe safety precautions.

PHYSICAL, MENTAL, & OTHER CAPABILITIES:

The job is performed both indoors and outdoors in all types of weather conditions. There is exposure to chemicals and/or hazardous materials on a daily basis. This exposure includes, but is not limited to, electrical shock. Requires the ability to sit, stand, walk, climb, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

<u>EDUCATION AND/OR EXPERIENCE REQUIRED:</u>

Associate's degree or a minimum of two years college training in Engineering or Technical related field. A combination of equivalent education and experience likely to provide the required knowledge and abilities may be considered. A minimum of 3-5 years of infrastructure construction related experience including installation, inspection or design.

Must have strong computer and software skills to include permitting software, Microsoft Office Suite and the ability to interpret computerized data.

Must possess a valid Mississippi Driver's License and acceptable MVR.

<u>PREFERRED QUALIFICATIONS AND EXPERIENCE:</u>

Bachelor's Degree in Engineering Technology, Construction Management, or related field. Certified Public Infrastructure Inspector (CPII), Completion of TVPPA Staking School(s). Minimum of three (3) years' work experience in an Engineering environment. Demonstrated proficiency in staking and the administration of job orders and work plans for utility projects.

Proficient in the use of Auto-Cad or comparable computer related drafting programs.

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

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

Regular and consistent attendance is a condition of continuing employment.

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

A drug screen is required for this position.

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, seconded by Alderman Miller, 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

29. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of pending litigation related to property acquisition at the landfill. Following a second by Alderman Miller, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and 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 pending litigation related to property acquisition at the landfill.

At this time, the Board entered Executive Session.

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

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

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

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

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

31. CONSIDERATION OF A MOTION TO APPROVE THE SETTLEMENT OF STARKVILLE VS EVANS LANDFILL LITIGATION.

Alderman Walker offered a motion to approve the settlement of Starkville vs Evans et al, Cause #2017 -0416CVH for the sum of $30,000. Alderman Miller seconded the motion and the Board voted as follows:

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

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

32. MOTION TO ADJOURN UNTIL JANUARY 2, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until January 2, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2018.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)