

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
June 16, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 2, 2020 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, Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen Sandra Sistrunk, David Little, Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference.

Mayor Lynn Spruill asked the City Clerk to call roll of the Aldermen. Having confirmed each was present, the Mayor 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:

There being no 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 Beatty, to approve the June 16, 2020 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 Hamp Beatty	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 16, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

BOARD MEMBERS WILL HAVE THE OPTION TO ATTEND VIA TELEPHONE AND COMPUTER
CONFERENCING DUE TO COVID-19 SOCIAL DISTANCING. A ROLL CALL VOTE WILL BE
REQUIRED FOR EACH ACTION TAKEN BY THE BOARD.

- 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 19, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MAY 29, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. **ANNOUNCEMENTS AND COMMENTS**

- A. MAYOR'S COMMENTS: ACKNOWLEDGMENT OF VOLUNTEERS
- B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARING**

IX. **MAYOR'S BUSINESS**

- A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON ADOPTING A TEMPORARY LEISURE AND ENTERTAINMENT DISTRICT ORDINANCE FOR THE CITY OF STARKVILLE.
- B. CONSIDERATION OF USING TACTICAL URBANISM TO CREATE A DOWNTOWN STREATERY TO EXPAND THE RESTAURANT SEATING AREAS IN DESIGNATED PARKING SPACES ALONG MAIN STREET.
- C. CONSIDERATION OF THE ADOPTION OF A FIRST AMENDMENT PERMIT PROCESS ALLOWING FOR MARCHES AND PROTESTS.
- D. CONSIDERATION OF AMENDMENT OF SPECIAL EVENT PERMIT POLICY.

X. **BOARD BUSINESS**

- A. DISCUSSION AND CONSIDERATION OF THE CANDIDATES FOR THE DIRECTOR OF PARKS AND RECREATION.

XI. **DEPARTMENT BUSINESS**

- A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA
- B. COMMUNITY DEVELOPMENT DEPARTMENT
 - 1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY LATALLA HARRIS, DIRECTOR OF J.L. KING CENTER TO HOLD THE JUNETEENTH CELEBRATION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE LINKAGE TAP PROJECT (SPRING STREET SIDEWALK) AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY MDOT REQUIRED PAPERWORK.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 9, 2020 FOR FISCAL YEAR ENDING 9/30/20, 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. ACCEPTANCE OF MAY 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO HOST THE MISSISSIPPI FIRE CHIEFS CONFERENCE AT THE MILL JANUARY 11 – 13, 2021, WITH SOME ADVANCE DEPOSITS TO BE REIMBURSED BY REGISTRATION FEES, AT NO COST TO THE CITY.

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL FOR UPDATE TO PARKS AND RECREATION FACILITY USE AGREEMENT AND TOURNAMENT USE AGREEMENT TO INCLUDE COVID – 19 GUIDELINES.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR ECON CONSTRUCTION TO COMPLETE THE DRIVEWAY REPAIR AT 1085 STARK ROAD, THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$6,200.00.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER # 5 WITH GARVER, LLC FOR THE CONSTRUCTION SERVICES RELATED TO THE GREEN OAKS WATER AND SEWER REHABILITATION IN THE AMOUNT OF \$135,700.00

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel
- Pending litigation

XV. OPEN SESSION

XVI. ADJOURN UNTIL JULY 7, 2020 @ 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, Dr. Simon Kim, at (662) 323-2525, at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 9:

2. CONSIDERATION OF THE MINUTES OF THE MAY 19, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 16, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 19, 2020 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 29, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 16, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 29, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE LINKAGE TAP PROJECT (SPRING STREET SIDEWALK) AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY MDOT REQUIRED PAPERWORK.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 16, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for construction bids for the Linkage TAP project (Spring Street Sidewalk) and authorization for the Mayor to sign any MDOT required paperwork” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF ACCEPTANCE OF MAY 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 16, 2020 Official Agenda, and to accept items for consent, whereby the “acceptance of the May 2020 Financial Statements” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF PERMISSION TO HOST THE MISSISSIPPI FIRE CHIEFS CONFERENCE AT THE MILL JANUARY 11 – 13, 2021, WITH SOME ADVANCE DEPOSITS TO BE REIMBURSED BY REGISTRATION FEES, AT NO COST TO THE CITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 16, 2020 Official Agenda, and to accept items for consent, whereby the “approval to host the Mississippi Fire Chiefs Conference at The Mill January 11 – 13, 2021 at no cost to the city” is enumerated, this consent item is thereby approved. Some Advance Deposits will need to be made from the Fire Chief Conference Bank Account 001-000-160-998 and will be reimbursed as registrations are sent in to the City.

7. CONSIDERATION OF APPROVAL FOR UPDATES TO THE PARKS AND RECREATION FACILITY USE AGREEMENT AND TOURNAMENT USE AGREEMENT TO INCLUDE COVID – 19 GUIDELINES.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 16, 2020 Official Agenda, and to accept items for consent, whereby the “approval for updates to the Parks and Recreation Facility Use Agreement and Tournament Use Agreement to include Covid – 19 Guidelines” is enumerated, this consent item is thereby approved. (Agreement is on the following page)

8. CONSIDERATION FOR AUTHORIZATION FOR ECON CONSTRUCTION TO COMPLETE THE DRIVEWAY REPAIR AT 1085 STARK ROAD, THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$6,200.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 16, 2020 Official Agenda, and to accept items for consent, whereby the “approval for ECON Construction to complete the driveway repair at 1085 Stark Road, the lower of two quotes, in the amount of \$6,200.00” is enumerated, this consent item is thereby approved.

2 Quotes Received: ECON Construction - \$6,200.00 and Byrum Construction - \$6,500.00

9. CONSIDERATION FOR AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER #5 WITH GARVER, LLC FOR THE CONSTRUCTION SERVICES RELATED TO THE GREEN OAKS WATER AND SEWER REHABILITATION IN THE AMOUNT OF \$135,700.00

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 16, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to initiate Task Order # 5 with Garver, LLC for the construction services related to the Green Oaks Water and Sewer Rehabilitation in the amount of \$135,700.00” is enumerated, this consent item is thereby approved.



**TASK ORDER #5
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (Owner) and Garver, LLC (Garver), dated November 21, 2017 ("Agreement"), Owner and Garver agree as follows:

- 1. Specific Project Title:** 2019 Green Oaks Water and Sewer Rehabilitation
- 2. Description:** This task order is associated with the construction administration services related to the 2019 Green Oaks Subdivision water and sewer rehabilitation. The construction administration was originally removed from Task #3. As such, Task #5 includes construction administration services to administer two (2) construction contracts for the rehabilitation of the sanitary sewer system in Green Oaks Subdivision.
- 3. Scope of Services:** The scope of services involves construction administration services for the administration of two (2) construction contracts. More specifically, we propose to accomplish the following:

During the construction phase of work, Garver will accomplish the following for each construction contract:

- a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- b. Prepare for and attend utilities coordination meeting.
- c. Attend progress/coordination meetings with the Owner/Contractor.
- d. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- e. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- f. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the



Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

- g. Maintain a set of working drawings and prepare and furnish record drawings.
- h. Provide part-time - resident construction observation services for the contract performance time. It is expected the contracts will be 180 and 210 days respectively. The proposed fee is based on approximately one day per week during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
- i. Provide up to 24 hours of survey crew time for field checking quantities, contractor's layout, etc. A survey crew is defined as a 2-man crew utilizing GPS equipment.
- j. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver except where an error was made in the design by Garver.
- k. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.'

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- 1) Consult with and advise the Owner during the construction period.
- 2) Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- 3) Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- 4) Maintain a project diary which will contain information pertinent to each site visit.

The proposed fee for Construction Phase Services is based on 2 construction contracts (180 and 210-calendar-day construction contract performance time). If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues



without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

4. MSA Additions

The Parties hereby agree the following shall be added to terms provided in the MSA dated November 21, 2017:

Section 5.8.2 Neither Party shall be liable to the other Party for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Section 5.8.3 Notwithstanding any provision to the contrary herein, and to the extent that the Mississippi Supreme Court determines that this provision is permissible under Mississippi law or such a provision is authorized by Mississippi Code, GARVER'S (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the agreement shall be limited to 100% of the Task Order giving rise to the liability regardless of the cause or action (including negligence).

5. Client's Responsibilities: As indicated in Master Agreement. Starkville Utilities will provide and/or accomplish the following: Right of entry to the property.

- a. Previous available aerials, topographic information, water and sewer mapping and database files, surveys, reports, etc.
- b. Access to manholes for personnel and CCTV equipment.
- c. Approval from any private landowners to access sewer or water lines.
- d. Assistance in locating and opening sanitary sewer manholes.
- e. Paying all plan review and advertising costs.
- f. Furnishing all permits and providing permit review fees.
- g. Client will not hire any of Garver's employees during performance of this contract and for a period of one year beyond completion of this contract.

6. Not Included: For clarification, our proposed scope of services for this Task Order does not include:

- a. Utility relocation design other than water and sewer.
- b. Preparation of a Stormwater Pollution Prevention Plan.
- c. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
- d. Changes to major design elements after previous direction or approval or redesign to accommodate Client's budget after receipt of construction bids that exceed Garver's cost opinions.
- e. Geotechnical engineering.
- f. Water and sewer hydraulic modeling.
- g. Construction materials testing.
- h. Services after construction such as operations startup, operator training, operations and maintenance manual, warranty follow-up, operations support, etc.
- i. Litigation Assistance

7. Schedule: Garver will provide these services for the 2 construction contracts. The time periods for these contracts are 210 days and 180 days.



8. Payment to Engineer:

- a. Garver proposes to perform this Task Order on a lump sum basis. The total compensation to Garver for the services identified by this Task Order shall be as identified by the table below:

Work Item	Fee
Contract 1 (180 days) Construction Administration	\$78,500
Contract 2 (210 days) Construction Administration	\$57,200
Total	\$135,700

- b. Amounts included in the table above are "Not to Exceed" amounts unless Owner and Garver mutually agree in writing to amend the scope and associated fee.
- c. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.
- d. Garver will invoice for the project monthly based upon a percentage of completion.

9. Subconsultants: Garver does not intend to utilize any subconsultants on this Task Order.

10. Other Amendments to Master Agreement: None.

11. Attachments: None.

Approval and Acceptance

Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the Client.

The Effective Date of the Task Order is _____, 2020.

Client:
STARKVILLE UTILITIES

Engineer:
GARVER

Signature

Signature

Brian Shannon, PE

Vice President

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill recognized everyone that responded to a construction site accident that claimed the lives of two construction workers on May 19, 2020. Members of the Fire Department and other City Departments were presented Recognition of Service Above Self awards.

On behalf of the United Way, Mayor Spruill recognized many groups and volunteers who have assisted throughout the community during the ongoing Covid-19 pandemic.

The Mayor thanked everyone involved with the June 6, 2020 protest march and noted it was peaceful, well organized and impactful.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked Kristen Campanella for all that the County E911 office has done to assist during the Covid-19 pandemic. He also expressed interest in bringing employees back to full staff as soon as possible and felt the sales tax numbers received look promising.

Alderman Vaughn stated he would like to see a plan soon on re-opening the park restrooms to the public.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked all that attended his mother's visitation and funeral. He asked that the Police chief and the Mayor keep him updated on community re-opening rules and regulations.

Diane Fondren, Green Street, asked to meet with someone with the City concerning parking issues on her street.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

10. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON ADOPTING A TEMPORARY LEISURE AND ENTERTAINMENT DISTRICT ORDINANCE FOR THE CITY OF STARKVILLE.

Alderman Walker, duly seconded by Alderman Beatty, offered a motion calling for the first public hearing to create a temporary Leisure and Entertainment District in the City of Starkville. 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

11. CONSIDERATION OF USING TACTICAL URBANISM TO CREATE A DOWNTOWN STREATERY TO EXPAND SEATING AREAS IN DESIGNATED PUBLIC PARKING SPACES ALONG MAIN STREET.

Alderman Walker, duly seconded by Alderman Beatty, offered a motion to use tactical urbanism to create a downtown Stretery for the purposes of expanding the outside seating opportunities in designated parking spaces on Main Street. 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 Hamp Beatty	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.

12. CONSIDERATION OF THE ADOPTION OF A FIRST AMENDMENT PERMIT PROCESS ALLOWING FOR MARCHES AND PROTESTS.

Alderman Beatty, duly seconded by Alderman Sistrunk, offered a motion authorizing the adoption of a First Amendment permit that allows for the exercise of the marches and protests distinct from the special event permit requirements.

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

Having received a unanimous vote, the Mayor declared the motion passed. (The Permit is on the following page)

13. CONSIDERATION OF AMENDMENT OF SPECIAL EVENT PERMIT POLICY.

Alderman Beatty, duly seconded by Alderman Little, offered a motion to approve an amendment to the City of Starkville Special Event Permit Policy to be consistent with the new First Amendment Permit Process and to provide the Mayor with administrative oversight for events seeking City services of \$5,000 or less.

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 Hamp Beatty	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 Policy follows the First Amendment Permit)



FIRST AMENDMENT ASSEMBLIES POLICY

It is the policy of the City of Starkville that persons and groups have a right to organize and participate in peaceful First Amendment assemblies on the public property including but not limited to: streets, sidewalks, alleys, and parks of the City of Starkville. Persons and groups have a right to engage in First Amendment assembly near the object of their protest so they may be seen and heard, subject to reasonable restrictions designed to protect public safety, persons, and property, and to accommodate the interest of persons not participating in the assemblies to use the streets, sidewalks, and other public ways to travel to their intended destinations, and use the parks for recreational purposes.

This policy is designed to avoid situations where more than one group seeks to use the same space at the same time and to provide the Starkville Police Department and other city departments the ability to provide appropriate police protection, traffic control, and other support for participants and other individuals.

1. PROVIDING NOTICE OR SEEKING PLAN APPROVAL

- A. First Amendment Assemblies that are in response to Spontaneous Events shall provide notice to the City at least twenty-four (24) hours prior to planned assembly.
 - i. Name of Assembly (if applicable)
 - ii. Date of Assembly
 - iii. Starting Time
 - iv. Ending Time
 - v. Estimated Number of Participants
- B. First Amendment Assemblies that are planned more than seven (7) days in advance, shall seek approval of an assembly plan with the City that include the following:
 - i. Name of Assembly (if applicable)
 - ii. Date of Assembly
 - iii. Starting Time
 - iv. Ending Time
 - v. Name of Assembly Organizer
 - 1. On-Site Manager
 - 2. 24-Hour Contact Number for On-Site Manager
 - vi. Location of Assembly
 - vii. Proposed Route (if applicable)
 - viii. Estimated Number of Participants
 - ix. Applicant Information
 - 1. Name
 - 2. Address
 - 3. Phone Number
 - 4. Email
 - 5. Signature
- C. No fees shall be imposed on persons or groups that organize or conduct a First Amendment Assemblies.

- D. The City may impose reasonable time, place and manner restrictions on First Amendment Assemblies held on City streets, sidewalks, or other public ways, or in City parks. The application of reasonable restrictions may occur in any of the following ways:
 - i. Prior to the occurrence of a First Amendment Assembly as a condition of approval of an assembly plan.
 - ii. During the occurrence of a First Amendment Assembly for which an assembly plan has been approved where additional restrictions are needed for any of the following reasons:
 - 1. Reasonable restrictions are necessary to implement the substance and intent of the assembly plan.
 - 2. Required due to the occurrence of actions or events unrelated to the First Amendment Assembly that were not anticipated at the time of the approval of the assembly plan and that were not caused by the applicant, counter-demonstrators, or the police.
 - 3. Reasonable restrictions are necessary due to a determination by the Starkville Police Department during the assembly that there exists an imminent likelihood of violence endangering persons or threatening to cause significant property damage.
 - 4. Require physical separation of opposing first amendment assemblies while maintaining the ability of each assembly to see and hear one another.
 - iii. During a First Amendment Assembly where an assembly plan was not approved or only a notice for the assembly was required.
- 2. **EXCEPTION.** A person or group who wishes to conduct a First Amendment assembly on a City street, sidewalk, or other public way, or in a City park, is not required to give notice or apply for approval of an assembly plan before conducting the assembly if all of the following apply:
 - A. Assemblies taking place on public sidewalks will not prevent other pedestrians from using the sidewalks and will not interfere with vehicular traffic.
 - B. Assemblies taking place in a public park will not interfere with the use of the public park by nonparticipants of the assembly.
 - C. The person or group reasonably anticipates that fewer than fifty (50) persons will participate in the assembly, and the assembly will not occur on a City street.
 - D. The assembly is for the purpose of an immediate and spontaneous expression of views in response to a current public event.
- 3. **PROHIBITED.** The following acts are prohibited as part of a First Amendment Assembly and may be cause for the arrest and prosecution of individuals involved:
 - A. Obstructing or resisting a police officer
 - B. Obstructing the free movement of any individual in a public way
 - C. Trespassing on private or posted public property
 - D. Failing to obey a police officer regarding traffic control
 - E. Vandalism of any kind
 - F. Inciting violence against a person
 - G. Sound amplification that is louder than an average conversational level (60 decibels) at a distance of one hundred (100) feet
- 4. **DISCRIMINATION.** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a First Amendment Assembly based on the grounds of race, color, national origin, political beliefs, religious beliefs, gender, age, sexual preference, disability, or message.
- 5. **DEFINITIONS.** The following are definitions of the terms used in the Event Guidelines:
 - A. **Applicant-** means a Promoter, Planner, Organization or host listed on the application for First Amendment Assembly.
 - B. **Assembly-** A group of people gathered together in one place for a common purpose.
 - C. **Board of Aldermen-** means the legislative body of the City of Starkville.

- D. **City-** means the City of Starkville, Mississippi.
- E. **First Amendment Assembly-** means a demonstration, rally, parade, march, vigil, picket line, or other similar gatherings conducted for the purpose of persons expressing their political, social, religious, or other views.
- F. **Spontaneous Event-** A current local, national, or world event that occurred and could not have been reasonably predicted to occur.



SPECIAL EVENTS POLICY

The City of Starkville appreciates your interest in hosting a Special Event with us. The City welcomes a wide variety of events that enrich the community for both visitors and residents. Applications submitted for events will be reviewed on a case-by-case basis.

It is the goal of the City of Starkville to be receptive and responsive to the concept of Special Events within our city limits. Well planned, interesting, unique and creative special events allow the City to be showcased in a positive way and are beneficial to the image and development of the City.

The City may provide monetary support, or in-kind services, to a special event through funds designated by the legislature to promote tourism and economic development in the City and by Mississippi Code Sections 17-3-1 and 17-3-3, which allow advertising to bring into favorable notice the opportunities, possibilities, and resources of the City. The City may also provide in-kind services to special events to promote and maintain the health, safety, and welfare of the municipality through Mississippi Code Sections 21-19-1 and 21-19-15.

It is the responsibility of the Applicant to provide the justification for the City to provide services for the special event request. Approval of City expenditures or in-kind participation for special events is the decision of the Mayor, or the Starkville Board of Aldermen, depending upon the amount of in-kind services required or the appeals process, as outlined below.

These guidelines are designed to assist Applicants through the process of applying for a Special Event Permit. The Special Events Committee will review the application and will work with you through this process to help you hold a successful event. In the event that services from City Departments are required in an amount exceeding \$5,000.00, the Board of Aldermen will be required to approve the Special Event Permit request. The City of Starkville does not discriminate on the basis of race, color, creed, national origin, political beliefs, religious beliefs, gender, age, sexual preference or disability.

REQUIREMENTS TO APPLY FOR A SPECIAL EVENT PERMIT

- Application
- Map of the event area and/or road closures requested
- Mandatory attendance at one Special Events Committee meeting
- Application Fee
- Copy of Insurance Certificate (20 days prior to event)
- Copy of Non-profit, 501c3 Certificate (if required)
- Signed Indemnification Form
- Signed Acknowledgement Form

Applications for a Special Event Permit can be submitted by mail, by email to events@cityofstarkville.org or in person in the Community Development Department located on the 2nd floor of City Hall.

Mail or Hand Delivered to:
City of Starkville
Community Development Department
110 West Main Street

1. APPLICATION SUBMITTAL REQUIREMENTS AND PROCEDURES

1.1. Special Event Application— All Special Events held in the City of Starkville are required to be conducted and held pursuant to a Special Event Permit approved by the Board of Aldermen and processed through the Community Development Department. The following guidelines apply to any Special Event in the City of Starkville.

1.1.1. Application Submittal Timeline— The application for a Special Event shall be completed and submitted to the Community Development Department for review by the Special Event Committee no less than 60 days prior to the proposed event; however, the Applicant is encouraged to submit the application at least 90 days prior to the proposed event to allow for ample planning time. The Special Event Committee may waive the 60 day requirement if the application is complete and can be processed in a shorter time period or this is a repeat event. For the expedited process, the Applicant shall have met the majority of requirements in the application to the best of their ability and knowledge. The expedited application will be assessed an additional fee. The Special Event Committee will meet on a Thursday morning within 10 (ten) working days of the submission of the application for the special event. The application shall contain the following information (all such information is public information subject to the Public Records Act and other applicable laws):

1.1.2. Application Required Information – Applicant Name, Organization Name, Address, City, State, Zip Code, Email Address, Telephone Number, On-site Contact, Mobile Phone Number of On-Site Contact and Organization Type (non-profit, for profit, institutional, political or religious). If the Organization Type is a non-profit, the Applicant shall submit proof of active status of the 501C-3 organization.

1.1.3. Event Information – Event Name, Type of Event, Date of the Event, Date of Event Setup, Event Time, and Takedown Time for the Event. If event has beer or light wine associated with it, it shall be noted on the application.

1.1.4. Event Site Map – A conceptual event site map of the premises to be used for the event must be submitted at the time of the filing of an application for a Special Event. An event site map must show a detailed diagram drawn to scale of the event including: the location of any requested street closures, the location of concessions, display booths, portable toilets, dumpsters, location of stages, orientation of loudspeakers, parking plan, locations for electricity, locations for water and other relevant elements. The final event site map will be required to be approved as part of the application by the Mayor or the Board of Aldermen, as the case may be. The use of city bollards will be at the discretion of the city and will be shown on the site map if applicable. The approved event site map cannot be altered without the prior written consent of the City.

1.2. REVIEW AND CONSIDERATION OF APPLICATION – The Special Events Committee shall review the application and recommend whether to approve it. The Mayor shall make the final decision on any Special Event requests that include City services or the closure of City streets with in-kind services in the amount of \$5,000.00 or less. The Board of Aldermen shall make the final decision on any Special Event requests that include City services or the closure of City streets with in-kind services in an amount more than \$5,000.00. Prior to such decision, the applicant shall meet with the Special Events Committee to discuss the logistics of the event and to determine the amount of City services that would be required. The cost associated with any proposed services will be forwarded to the Mayor or Board of Aldermen for consideration, as the case may be. The Community Development Department shall notify the Applicant when the application shall be reviewed by the Mayor or Board of Aldermen. If the application is approved, the Applicant shall be notified of any specific requirements imposed by the Mayor or Board of Aldermen and the time frame for completing such requirements. If the application is reviewed by the Board of Aldermen, the applicant is expected to attend the Board of Aldermen meeting and respond to any questions. Any applicant dissatisfied by the decision of the Mayor may appeal that decision to the Board of Aldermen by providing written notice to the Community Development Director within five days of the Mayor’s decision. The matter shall then be placed on the agenda for the next regularly scheduled meeting of the Board of Aldermen. Appeals of the decision of the Board of Aldermen shall be to a court of competent jurisdiction consistent with state statute.

The Mayor or Board of Aldermen may consider the following when making a decision about the approval/denial of an application:

- 1.2.1.** Does the application establish that there will be ample opportunity to properly plan and prepare for the Special Event?
- 1.2.2.** Do the proposed dates and/or location for the Special Event conflict with a current or planned Special Event or activity within the City?
- 1.2.3.** Does the Applicant have previous experience with hosting a Special Event of this nature or scope?
- 1.2.4.** Has the proposed Special Event been held in the City on a previous occasion?
- 1.2.5.** Is the Special Event likely to promote tourism by attracting visitors and tourists?
- 1.2.6.** Is the Special Event likely to have a positive economic impact by generating revenue for Starkville hotels, restaurants and other merchants of the City?
- 1.2.7.** Will police, fire, and other City services be unduly burdened or adversely affected by the Special Event?
- 1.2.8.** Is the Special Event reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance?
- 1.2.9.** Does the Applicant owe any taxes, fines, or other fees to the City?
- 1.2.10.** Any other factors that the Mayor or Board of Aldermen may deem necessary or important in evaluating an application.

1.3. FEES

1.3.1. Application Fees

Event Size	Application Fee
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Under 100 persons	\$25
100-499 persons	\$50
500-999 persons	\$75
1000-3900 persons	\$100
4000+ persons	\$150

1.3.2. Interest – No interest shall be paid on any funds paid to or deposited with the City of Starkville in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the City.

1.3.3. Taxes – The Applicant shall pay all taxes and unemployment insurance for persons employed by the Applicant as may now or hereafter be imposed under any state or federal law and shall defend and indemnify the City from any such contributions or taxes or liability therefore.

2. INSURANCE REQUIREMENTS

2.1. The Applicant or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event as well as during setup and teardown periods. Proof of insurance is required a minimum of 20 days prior to the event. All such insurance shall meet the following requirements:

- 2.1.1.** Name and contact for Insurance Provider that is licensed to do business in the State of Mississippi
- 2.1.2.** Policy Number
- 2.1.3.** Statutory Limits of Workers Compensation Insurance (if applicable)
- 2.1.4.** Employers Liability \$1,000,000.00
- 2.1.5.** Commercial General Liability \$1,000,000.00
- 2.1.6.** General Aggregate \$1,000,000.00
- 2.1.7.** Product/Completed Operations Aggregate \$1,000,000.00
- 2.1.8.** Personal & Adv. Injury \$1,000,000.00
- 2.1.9.** Per Occurrence \$1,000,000.00
- 2.1.10.** Medical Coverage \$5,000.00 per person
- 2.1.11.** Fire Liability \$50,000.00 per fire
- 2.1.12.** Liquor Liability Endorsement \$1,000,000.00/per claim
- 2.1.13.** Comprehensive Automobile Liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles)
- 2.1.14.** Name the City of Starkville as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Starkville

2.2. The City Attorney shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the Applicant shall immediately increase the limits of such insurance to an amount satisfactory to the City and make other reasonable changes requested. The amount required by the City shall be commensurate with other events of the nature of the subject event.

3. INDEMNIFICATION REQUIREMENTS – The Applicant for a Special Event Permit must execute a written agreement to indemnify the City and its officers and employees against all claims of injury or

damage to persons or property, whether public or private, arising out of the Special Event. A completed and signed Indemnification Agreement form shall be submitted with all Special Event applications.

4. CANCELLATION AND REVOCATION POLICY

- 4.1.** The City may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, inability to procure materials or supplies, failure of power, dangerous or life-threatening weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reasons of like nature). The City shall have no liability for such postponement, cancellation, suspension, or closing. Further, the City shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason related to public health, welfare or safety.
- 4.2.** The City of Starkville may revoke a Permit at any time due to the failure of the Applicant to comply with any of the terms and conditions of the Permit or any other rules and regulations of the City. The failure by the City to revoke a Permit or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Permit and shall not affect the rights of the City to enforce against any other or subsequent breach by the Applicant.
- 4.3.** The revocation of a Permit does not prohibit the City from exercising any and all additional rights and remedies available at law or in equity as a result of Applicant's failure to comply with the terms and conditions of the Permit, ordinances, rules or regulations of the City.
- 4.4.** The Applicant shall notify the Community Development Department in writing if he intends to cancel or change the dates of the event. Notice must be made in writing at least 10 working days in advance to qualify for a refund. The application fee may be refunded up to 80%. The security deposit shall be refunded 100%. Groups who fail to cancel permits within at least 10 working days prior to event will forfeit application fees paid but the security deposit shall be refunded 100%.
- 4.5.** If the event is cancelled or postponed due to a force majeure event, the Applicant may reschedule the event at no charge within ninety (90) days following the original date of the event, subject to availability of the scheduled location and city personnel.

5. EXCEPTIONS

- 5.1.** The City of Starkville may hold itself exempt from these guidelines.
- 5.2.** The events that do not fall under the criteria of special events in terms of attendance or dates, i.e. events that are regularly scheduled to occur during a month or season such as a Farmer's Market, and are requesting city services, shall be considered as a single event and shall be treated for the purposes of the policy as a single event. Any request for City participation or a waiver of fees, deposits, etc. shall be considered in the same manner as any event that is held annually or as a one-time event. Said participation, if approved, shall be considered to apply to

the entire event timeframe or season unless specifically differentiated by the Board of Aldermen.

- 5.3.** Events that take place entirely within a City park and do not require additional City services beyond services already given by the Parks Department may be exempt from these guidelines. However, the Director of the Parks Department may require a Special Events Permit for any proposed event in the park. The scheduling of Special Events at Fire Station Park shall be coordinated through, and approved by, the Starkville Main Street Association, with such approval not being unreasonably withheld. Events at the Fire Station Park must still be approved by the Mayor or the Starkville Board of Aldermen, as the case may be.

6. GENERAL RULES AND REGULATIONS

6.1. Event Type - These rules and regulations apply to the following events:

- 6.1.1. Walk/Run** – Any walk, run or bicycle event that follows a predetermined course that does not involve vehicles or floats that requires a street closure.
- 6.1.2. Procession** – This includes marches and parades that are not part of a First Amendment Assembly. An event whose primary purpose is the procession of people, animals, vehicles, floats, or combinations upon any public street, sidewalk, alley, or other public places owned or under control of the City. Funeral processions are exempt.
- 6.1.3. Concert** – An event that includes a live performance(s) for the purpose of entertainment.
- 6.1.4. Street Closing Event** – Any special event activity which requires the closing of any public street, sidewalk, or alley and which requires rerouting of normal or usual traffic flow.
- 6.1.5. Sale/Market** – An event whose primary purpose is the sale of food, goods, products or services.

- 6.2. City Services** – To best serve the safety and welfare of the public, and to maintain the integrity of the City, it is the general policy of the City that certain services shall be provided by the City. City services include, among other things, police protection, crowd control, fire protection, emergency medical service, street closures, sanitation and traffic and parking control. The Special Events Committee will determine the minimum staffing levels and equipment needed by the City to provide City services for an event. The City of Starkville assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of City services for any Special Event.

6.2.1. Police Department

- 6.2.1.1. Services Provided** – Public safety, crowd control, overnight security, backstage security, escort for entertainment, escort for transportation of cash, supervision of street closures and parking enforcement. The number of police officers and supervisors required will depend upon the type of Special Event and estimated attendance. All fees for services provided by the Police Department shall be determined by the Special Events Committee.

6.2.1.2. Street Closures – Certain streets within the Special Event area may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after a Special Event. The Applicant shall include in the Event Site Map any requests to temporarily close any public street at the time of the Application. The Special Events Committee shall consider such requests in evaluating the application and may recommend additional or fewer street closures. Some street closures may require the coordination and possible consent of businesses and property owners in the adjacent area. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The City of Starkville Street Department or Police Department shall supervise the placement of all barricades, bollards, and signs placed on public streets or any public rights-of-way. The rental cost of barricades, bollards and signs shall be the responsibility of and paid for by the Applicant if determined by the Mayor or Board of Aldermen.

6.2.2. Sanitation Department

6.2.2.1. Services Provided – Street sweeping before and after the event, collection and removal debris from event area and supplying dumpsters. The Applicant shall be solely responsible for cleaning in connection with and during and after the event. All arrangements for the collection and removal of garbage, trash and other debris deposited during or related to the event are the sole responsibility of the Applicant. Applicants are required to meet quality sanitation standards by assuring there are an adequate number of litter containers on the site of the event, and by encouraging event patrons to dispose of trash in the proper containers. The Applicant shall line all trash containers with appropriately sized plastic bags. The City of Starkville Sanitation Department shall supervise the placement of all trash receptacles to be located on public streets or any public rights-of-way. The rental cost of such trash receptacles shall be the responsibility of and paid for by the Applicant as determined by the Mayor or Board of Aldermen.

6.2.2.2. Overnight storage of garbage, trash or other debris shall be in containers with lids. All fees for services provided by the Sanitation Department shall be determined by the Special Events Committee.

6.2.3. Fire Department

6.2.3.1. Services Provided – Fire prevention, fire protection, emergency medical response, weather monitoring, and closing or postponement of event due to dangerous or life-threatening weather. The number of fire and emergency personnel required will depend upon the type of Special Event and estimated attendance. If the Applicant desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the application. Fireworks, open pit fires and bonfires are strictly prohibited. All fees for services provided by the Fire Department shall be determined by the Special Events Committee.

6.2.4. Utility Department

6.2.4.1. Services Provided for Electric – Providing electrical connection to permanent City owned power sources and installation of banner signs on Main Street. The Applicant shall use only an electrical contractor licensed by the State of Mississippi or Starkville Utilities Department's electric department personnel for the connection and use of temporary power. Power connection to permanent power sources shall be coordinated with the Starkville Utilities Department. All fees for services provided by the Starkville Utilities Department shall be determined by the Special Events Committee.

6.2.4.2. Services Provided for Water and Sanitary Sewer – Providing for the disposal of wastewater (any water from food preparations, handwashing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc.) in the sanitary sewer. No waste or wastewater is to be dumped into or down the storm sewer or be allowed to pool on or drain into the ground. All fees for services provided by the Starkville Utilities Department shall be determined by the Special Events Committee.

6.2.5. Parks and Recreation Department

6.2.5.1. Services Provided– Providing the rental of park facilities including pavilions, athletic courts, pool, and meeting space. Upon the determination by the Director of Parks, the classification of any event held at any City park facility as a Special Event shall be subject to this policy. All fees for services provided by the Parks and Recreation Department that are Special Events shall be determined by the Special Events Committee. The scheduling of Special Events at Fire Station Park shall be coordinated through, and approved by, the Starkville Main Street Association, with such approval not being unreasonably withheld. Events at the Fire Station Park must still be approved by the Starkville Board of Aldermen.

6.3. Parking and Transportation – As part of the application, the Applicant shall submit a comprehensive parking plan which identifies where parking is proposed for event staff, equipment vehicles, event participants, patrons (including parking for handicapped patrons), media and special guests at the request of the Special Events Committee. If the planned event interrupts SMART (Starkville-MSU Area Rapid Transit) bus service, coordination with SMART shall be necessary.

6.4. Signage for Special Events

6.4.1. Permanent Signs – The Applicant shall not remove or cover up any of the permanent signs within the City.

6.4.2. Event Signs – Sponsorship and event signs are allowed within the Event area. Event signs may be displayed during the Event until the close of the event.

6.4.3. Directional and Promotional Signs - The Applicant shall not use placards or off-site signage in any form outside the event area without approval by the Mayor or Board of Aldermen, as the case may be. Any such sign displayed without approval may be removed by the City at the Applicant's expense.

6.4.4. Street Banners – As part of the application for a Special Event, the applicant can request for one event promotional banner to be hung at the intersection of Main Street and South Washington Street. The banner may be hung for a maximum of 14 days prior to the event and 2 days after the event. Banners shall not exceed three (3) feet high by thirty (30) feet long. The banner shall have perforations to reduce the wind load and have eyelets spaced a maximum of twenty-four (24) inches along the top and bottom for mounting. Approval of the banner shall be based on the availability of the space and at the sole discretion of the Mayor or Board of Aldermen, as the case may be.

6.5. Food Service – Concessionaires and caterers that charge for services as a part of any Special Event shall have proper licenses and/or permits with the City of Starkville. Glass containers are prohibited at all Special Events.

6.6. Temporary Structures – The Applicant shall illustrate on the Event Site Map the location of all temporary structures and/or temporary services. Examples of temporary structures or services include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service, portable lights and telecommunications service.

6.7. Restroom Facilities – Portable toilets may be required to be located at the event site by and at the sole cost of the Applicant based on the nature and scope of the event and the estimated attendance at the event. A minimum of one handicap portable toilet is required. Depending on the scope of the event and the area encompassed more may be necessary. Such determination will be made by the applicable federal, state and local codes. The Applicant is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets. The Applicant may use the following formula as a guideline in determining how many restrooms will be needed at the event; however, additional units may be required depending on various aspects such as female/male ratio, food and beverages served, length of event, attendance, etc.

Attendance	1-4 Hours	5-10 Hours
1-500	1	2
501-1000	2	3
1000-2500	3	4
2501-5000	4	6
5001-7500	5	8
7500-10,000	8	10
10,001-12,500	10	12
12,500-15,000	12	15
15,000+	15	20

6.8. Animals – All animals that are part of a Special Event shall be on a leash, within a pen, or under similar control at all times. The Applicant shall maintain responsibility for all animals within the

Event area and assumes the liability for any damages that may occur to persons or property from or by any such animal.

6.9. Carnival Rides – Carnival rides are restricted to the streets, hard surface parking lots and unimproved fields.

6.10. Noise – No loud, excessive or unusual noise is allowed between the hours of Midnight and 7 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Police Department concerning noise may result in the suspension of all activities associated with the event and possible revocation of the Permit.

6.11. City Property

6.11.1. The Applicant recognizes and acknowledges that other parties may utilize a portion of the City, and the Applicant agrees that its activities shall not interfere with other parties' use of the City facilities and amenities.

6.11.2. Any Permit that confers the privilege to use the City or portion thereof as applied for by the Applicant and approved by the City does not grant any interest or estate in the City or any portion thereof but is a mere personal privilege to do permitted acts of a temporary character within the said portion thereof in accordance with the Permit, these guidelines, and all applicable laws, rules, standards, policies, and regulations of the City of Starkville and any other governmental authority.

6.11.3. Removal or alteration of any City property is strictly prohibited, except as otherwise approved by the Board of Aldermen.

6.11.4. The Applicant shall maintain any portion of the City and all other property and facilities used by the Applicant in connection with the Special Event in a good, first-class condition. It is the responsibility of the Applicant to locate the permanent amenities and fixtures (sprinkler heads, water retention fields, etc.) prior to setup of the event. If the Applicant fails to do so, the City may perform such maintenance or repair of any such portion or property and the Applicant shall pay the City upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the City performs such maintenance or repair, the City may deduct the cost thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Applicant shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit).

6.11.5. Vehicular traffic is allowed within the Event area during setup and teardown; however, except as may be permitted by the Mayor or Board of Aldermen, the Applicant shall

restrict subcontractors and delivery trucks to the roadways to reduce the likelihood of damage to the City's permanent amenities.

6.12. Personal Property – Shall include equipment, tents, portable restrooms and other temporary structures erected for the event. If these items are not removed from the Special Events area after the close of the event within the period required by the Mayor or Board of Aldermen, then they may be removed and stored by the City at the expense of the Applicant. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any Personal Property. The Applicant shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

6.13. Private Property – The Applicant shall not damage or disturb any private property. The applicant shall be responsible for any damage that occurs during the Special Event. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any Private Property. The Applicant shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

6.14. Discrimination

6.14.1. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a Special Event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, sexual preference or disability.

6.14.2. Americans With Disabilities Act – The Applicant's Special Event will comply with the Americans with Disabilities Act.

6.15. Compliance with Ordinances, Laws and Regulations

6.15.1. In addition to complying with all conditions of the Special Event Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Applicant must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Applicant to obtain all licenses and/or permits necessary to conduct the event and all licenses and/or permits required by other governmental authorities shall be obtained and adhered to.

6.15.2. Issuance of a required federal, state or county permit (other than a Special Event Permit) does not authorize permission to hold an event. A City of Starkville Special Event Permit must be issued with the approval of the Board of Aldermen and will constitute authorization from the City to hold the event.

6.16. Transferability – The holder of a Special Event Permit shall have no authority to assign, sell, transfer, pledge, encumber or otherwise convey a Special event Permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the City, result in the revocation of the Special Event Permit. No rights granted by a Special Event Permit shall create rights in anyone other than the holder.

6.17. City Personnel

- 6.17.1.** The City through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the Special Event for the purpose of inspecting the premises, for observing the performance of obligations hereunder, and for the doing of any act or thing which the City may be obligated to or have the right to do under the Permit or any other applicable City ordinance, rule or regulation.
- 6.17.2.** The Special Events Committee or their designee shall have the right, at no cost, to attend and photograph for promotional purposes any Event held in the public spaces of the City.
- 6.17.3.** The City of Starkville personnel policies prohibit any employee of the City from accepting loans, advances, gifts, gratuities, or any other favors from anyone doing business with the City.

7. Definitions – The following are definitions of the terms used in the Event Guidelines:

- 7.1. Applicant-** means a Promoter, Planner, Organization or host listed on the application for Special Event. The applicant can be an individual, firm, partnership, corporation, association, or other legal entity.
- 7.2. Application Fee-** means a non-refundable fee charged to Applicant for City services incurred by reviewing the Event Application.
- 7.3. Board of Aldermen-** means the legislative body of the City of Starkville.
- 7.4. Contractor or Subcontractor-** means the business entity or person that is performing services, work or furnishing supplies for a Special Event.
- 7.5. City-** means the City of Starkville, Mississippi.
- 7.6. Facilities-** all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.
- 7.7. In-kind Services-** means the City of Starkville's assistance through the use of its facilities, personnel, assets and other valuable consideration.
- 7.8. Special Event-** means an Event held within the city on City property that will require City Services and approval by the Mayor or Board of Aldermen, as the case may be. Examples of Event Types include: walks, runs, processions, concerts, sales, markets and street closing events.
- 7.9. Special Event Committee-** (The Committee) means a committee consisting of representatives from Community Development Department, Police Department, Fire Department, Sanitation

Department, Electric Department, The Parks and Recreation Department, and other such additional City staff as deemed necessary and appropriate by the City.

7.10. Special Event Permit- or Permit means a Special Event has been approved by the Mayor or Board of Aldermen, as the case may be, to hold a Special Event. The Mayor or Board of Aldermen may impose terms and conditions on approval of a Special Event.

7.11. Sponsorship- means that the City of Starkville shall be an advertised sponsor pursuant to Mississippi Code Sections 17-3-1 and 17-3-3. The City shall make this determination on an application-by-application basis upon the appropriate finding of fact only by the Starkville Board of Aldermen, regardless of the amount of in-kind services associated with the event. Any such sponsorship shall require that the event include in advertising the City of Starkville at the level that corresponds to the level of in kind services and/or funding provided to the Applicant for the coordination of the event. Notwithstanding the foregoing, the City shall not be an advertised sponsor for any special event held primarily for political, religious, First Amendment or activist purposes. However, the City may provide in-kind services to such an event through Mississippi Code Sections 21-19-1 and 21-19-15 to maintain crowd control and safety.

14. DISCUSSION AND CONSIDERATION OF THE CANDIDATES FOR THE DIRECTOR OF PARKS AND RECREATION.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to offer the position of Director of Parks and Recreation to Craig Dolen effective August 1, 2020 at an annual salary of \$80,000. The Board voted as follows:

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

(Note: Mr. Dolen declined the offer June 19, 2020)

15. CONSIDERATION OF A SPECIAL EVENT REQUEST BY LATALLA HARRIS, DIRECTOR OF J.L. KING CENTER TO HOLD THE JUNETEENTH CELEBRATION.

This item was made moot by Agenda Item No. 13.

16. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of May 26, 2020 for fiscal year ending 9/30/20, 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. 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 Hamp Beatty	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	\$ 266,023.22
Restricted Fire Fund	003	41,733.92
Airport Fund	015	24,457.18
Sanitation	022	23,593.93
Computer Assessments	107	26,002.10
Industrial Park Bond	303	12,245.15
Public Improv Bonds – 2018	319	31,722.50
Park and Rec, Tourism	375	62,500.00
Park Bonds – 2020	380	236,213.18
Sub Total Before Utilities		\$ 724,491.18
Utilities Dept.	SED	2,323,898.83
Total Claims	Total	\$ 3,048,390.01

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

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

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

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

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

Alderman Little offered a motion to return to open session. Alderman Vaughn seconded the motion and the Board voted as follows to return to open session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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 chosen not to enter into Executive Session.

19. CONSIDERATION OF SUSPENSION OF A FIREFIGHTER.

Alderman Vaughn offered a motion to suspend Firefighter Calvin Waters for 48 hours without pay for action unbecoming a firefighter, Section 15.200, and six months' probation. Alderman Beatty 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 Hamp Beatty	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.

20. MOTION TO ADJOURN UNTIL JULY 7, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver, for the Board of Aldermen to recess the meeting until July 7, 2020 @ 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 Hamp Beatty	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 _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)