MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
August 18, 2020

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on August 18, 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, Sandra Sistrunk, David Little, Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen Jason Walker and Roy A'. Perkins attended telephonically or by videoconference.

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:

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 Little offered a motion, duly seconded by Alderman Vaughn, to approve the August 18, 2020 Agenda with consent items. 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, AUGUST 18, 2020
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 JULY 21, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 31, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 307 WEST MAIN STREET WITH THE PARCEL NUMBER 118O-00-338.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

B. PUBLIC HEARING ON THE FISCAL YEAR 2020-2021 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE.

IX. MAYOR'S BUSINESS

1. CONSIDERATION OF REMOVING THE COVID 19 HIRING FREEZE AND RESUMPTION OF ADVERTISING AND REPLACEMENT OF PERSONNEL.

2. CONSIDERATION OF A WATER AND SEWER RATE ADJUSTMENT EFFECTIVE OCTOBER 1, 2020 TO PROVIDE FUNDING NEEDED FOR PLANNED CAPITAL INFRASTRUCTURE IMPROVEMENTS.

3. CONSIDERATION OF THE APPROVAL OF A CONTRACT WITH MISSISSIPPI STATE UNIVERSITY FOR AN OVERHEAD STREET LIGHTING PROJECT FOR SOUTH LAFAYETTE STREET.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

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 AN AGREEMENT WITH PACE CREDIT CARD PROCESSING WITH THE MYGOV SOFTWARE.

   b. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND SEVERAL SECTIONS OF THE UNIFIED DEVELOPMENT CODE AS PART OF A COMPREHENSIVE UPDATE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING THE MAYOR TO APPROVE THE TRANSPORTATION RELATED SERVICES IPO WITH KIMLEY HORN IN ACCORDANCEWITH THE GENERAL SERVICES AGREEMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 11, 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 THE JULY 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT AN $170,000.00 ASSISTANCE TO FIREFIGHTERS GRANT, WITH A CITY MATCH OF $15,454.55, TO BE USED TO PROVIDE EXHAUST REMOVAL SYSTEMS FOR EACH OF THE 5 FIRE STATIONS AND PAYMENT OF $7,359.31 TO JCMC CONSULTING FOR PROJECT AND GRANT ADMINISTRATION.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JESI MARSH, MEGAN AUCOIN, AND TERRY CLAY THOMPSON, AS ENTRY LEVEL FIREFIGHTERS AND TO HIRE SAVANNA SANCHEZ AS A PART TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT AND TO RETAIN THE CANDIDATES FROM THE SELECTION PROCESS HELD ON AUGUST 18, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE STARKVILLE FIRE DEPARTMENT DUE TO RETIREMENTS, RESIGNATION OR TERMINATIONS, TO THE STARKVILLE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

2. REQUEST AUTHORIZATION TO HIRE KEON CLANTON AND JAKAVA EVANS AS MAINTENANCE WORKERS FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE JOHN TRANUM AS A PART TIME GROUNDS MAINTENANCE WORKER AND CHANDLER BOWMAN AS A PART TIME AIRCRAFT LINEMAN FOR THE AIRPORT DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO DECLARE THE FOLLOWING (10) POLICE VEHICLES AS SURPLUS, AND AUTHORIZATION TO SELL ON GOVDEALS.COM:

1.)	2010 white Police Ford Crown Victoria	VIN:2FABP7BV1AX117326
2.)	2008 white Police Ford Crown Victoria	VIN:2FAFP71V78X122432
3.)	2007 white Police Ford Crown Victoria	VIN:2FAFP71W97X151907
4.)	2010 white Police Ford Crown Victoria	VIN:2FABP7BV7AX117332
5.)	2004 white Police Ford Crown Victoria	VIN:2FAFP71W54X169607
6.)	2004 white Police Ford Crown Victoria	VIN:2FAFP71W84X169598
7.)	2007 white Police Ford Crown Victoria	VIN:2FAFP71W57X151905
8.)	2007 white Police Ford Crown Victoria	VIN:2FAFP71W67X151900
9.)	2007 black Police Ford Crown Victoria	VIN:2FAFP71W67X151895
10.)	2004 white Police Ford Crown Victoria	VIN:2FAFP71WX4X169599

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. ADJOURN UNTIL SEPTEMBER 1, 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 – 21:

2. CONSIDERATION OF THE MINUTES OF THE JULY 21, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the July 21, 2020 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JULY 31, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the July 31, 2020 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF REMOVING THE COVID 19 HIRING FREEZE AND RESUMPTION OF ADVERTISING AND REPLACEMENT OF PERSONNEL.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of removing the Covid-19 hiring freeze and resumption of advertising and replacement of personnel" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE APPROVAL OF A CONTRACT WITH MISSISSIPPI STATE UNIVERSITY FOR AN OVERHEAD STREET LIGHTING PROJECT FOR SOUTH LAFAYETTE STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of a contract with Mississippi State University for an overhead street lighting program for Lafayette Street in the amount of $1,917.00" is enumerated, this consent item is thereby approved. (Contract is on following page)

6. CONSIDERATION OF AN AGREEMENT WITH PACE CREDIT CARD PROCESSING WITH THE MYGOV SOFTWARE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to enter into an agreement with PACE Credit Card Processing to be used with the MyGov Software in the Community Development Department" is enumerated, this consent item is thereby approved. (Agreement follows MSU Contract)

7. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND SEVERAL SECTIONS OF THE UNIFIED DEVELOPMENT CODE AS PART OF A COMPREHENSIVE UPDATE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of calling for two public hearings to amend several sections of the Unified Development Code as part of a comprehensive update" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF AUTHORIZING THE MAYOR TO APPROVE THE TRANSPORTATION RELATED SERVICES IPO WITH KIMLEY HORN IN ACCORDANCEWITH THE GENERAL SERVICES AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of authorizing the Mayor to approve the transportation related services IPO with Kimley Horn in accordance with the general services agreement" is enumerated, this consent item is thereby approved. (IPO follows PACE Agreement)

Agreement Face Sheet
Agreement for Services
Between
City of Starkville
and
MISSISSIPPI STATE UNIVERSITY

Contract # 2021-4

Type of Contract:	Fixed Price
Project Period:	August 15, 2020 to September 30, 2020
Sponsor:	City of Starkville
Subject:	Starkville Downtown Lighting
Contract Amount:	$1,917.00

Sponsor Contact Information:
City of Starkville
Lynn Spruill
110 West Main Street
Starkville, MS 39759
Phone: 662-323-2525 ext. 3100
Email: l.spruill@cityofstarkville.org

Remit Payment to:
Mississippi State University
Sponsored Programs Accounting
P.O. Box 5227
Mississippi State, MS 39762
(662) 325-1937

If funded through federal funds: CFDA #: ____________________
(Catalog for Federal Domestic Assistance)

Mississippi State University agrees to perform under this agreement as outlined in the Schedule attached hereto. The rights and obligations of the parties to this Agreement shall be subject to and governed by this Agreement.

MISSISSIPPI STATE UNIVERSITY
Kevin Enroth 8/11/2020
Signed Date

Kevin Enroth, Director
Office of Sponsored Projects

City of Starkville
Signed 8-14-2020
Date

D. Lynn Spruill, Mayor
Name and Title

MISSISSIPPI ENTITY
CONTRACT TO OBTAIN SERVICES
FROM
MISSISSIPPI STATE UNIVERSITY

This agreement is between City of Starkville, hereinafter referred to as "Contractor," a corporation organized and existing under the laws of the State of Mississippi with its corporate address being 110 West Main Street, Starkville, MS 39759, and Mississippi State University, a governmental entity of the State of Mississippi, hereinafter referred to as "MSU," with its address at PO Box 6156, Mississippi State, Mississippi 39762 for and on behalf of its Carl Small Town Center Contractor and MSU are collectively referred to as the "PARTIES."

WHEREAS, Contractor desires to obtain certain, specific educational services from MSU.

WHEREAS, in return, MSU must obtain market value consideration and compensation for providing the services.

I.
TERMS

A. Term of Contract
This agreement shall not be effective unless and until both parties have executed this agreement. The term of this agreement shall be from August 15, 2020 to September 30, 2021. However, upon a separate, mutual written agreement executed by the parties not less than thirty (30) days prior to the expiration of this agreement, a renewal agreement may be entered under terms mutually agreeable to the parties at that time.

B. Contractor shall:
1. Pay MSU according to the following payment schedule:
the Contractor will pay $1,917.00 upon signing the agreement.
2. Refrain from using MSU's name, trademark, logo, work mark, or other university identifier without first obtaining written authorization to do so from the MSU Licensing & Trademark Manager. The report generated by this agreement may be disseminated referencing the researchers and their titles to lend credibility. A notation as follows should be placed on the report, "Opinions or points of view expressed in this report represent a consensus of the authors and do not necessarily represent the official position or policies of Mississippi State University. Any products and companies discussed in this report are presented for informational purposes only and do not constitute approval or endorsement by Mississippi State University."
3. Refrain from using the name or title of any MSU official without first obtaining written authorization to do so from the MSU Licensing & Trademark Manager.
4. Refrain from projecting the product, or the work entailed therewith, as being approved by or otherwise endorsed by MSU, its entities or officials without the express written advance authorization of the authorized MSU official.

C. MSU shall provide the following described services:
MSU will provide detailed plan documents of lighting locations and specifications for lighting to purchase.

II.
CONDITIONS

A. Availability of Funds
It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditions upon the availability and receipt of funds by MSU to specifically perform the obligations set forth for MSU under this agreement.

B. No MSU Funding
It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditioned upon the receipt by MSU of funds or other mutually agreed upon consideration from Contractor to specifically perform the obligations set forth for MSU under this agreement. No MSU funds are obligated for payment or disbursement or envisioned as being encumbered under this agreement to any party at any time.

C. Representation Regarding Contingent Fees and Gratuities
Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

D. Authority to Contract
Contractor warrants (a) that it is a valid governmental entity with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its liability to perform its obligations under this agreement.

E. Disputes
The parties agree that any and all disputes between the parties to this agreement may, if mutually agreeable to both parties, be subjected to voluntary mediation and that such disputes are subject to final resolution if said voluntary mediation efforts result in a written resolution agreement executed by both parties.

F. Failure to Enforce
The failure by either party at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of either party to enforce the provision at any time in accordance with its terms.

G. MSU Responsibility
Contractor and MSU shall be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with MSU to the degree and within the parameters permitted under *§§* 11-46-1, *et seq., Mississippi Code Annotated of 1972.*

H. Contractor - Independent Contractor
Contractor shall at times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MSU, and MSU shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals,

officers, agents, employees, or representatives. MSU shall not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees, or representatives. MSU shall not provide to Contractor, its partners, principals, officers, agents, employees, or representatives any insurance coverage or other benefits, including, but not limited to, Workers' Compensation, which are normally provided by MSU to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly, or by implication, to be employees of MSU. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between MSU and Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of MSU.

I. MSU - Independent Contractor

MSU shall at all times be regarded as and shall be legally considered an independent contractor and neither MSU nor its employees shall, under any circumstances, be considered servants, agents or employees of Contractor, and Contractor shall at no time be legally responsible for any negligence or other wrongdoing by MSU, its principals, officers, agents, employees, or representatives. Contractor shall not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of MSU or any of its principals, officers, agents, employees, or representatives. Contractor shall not provide to MSU, its principals, officers, agents, employees, or representatives any employee insurance coverage or other benefits, including, but not limited to, Workers' Compensation, which are normally provided by Contractor to its employees. MSU's personnel shall not be deemed in any way, directly, indirectly, expressly, or by implication, to be employees of Contractor. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between Contractor and MSU. At no time shall MSU be authorized to do so and at no time shall MSU act as an agent for or of Contractor.

J. Equal Employment Opportunity

Contractor represents and understands that MSU is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provision of its services.

K. Assignment Prohibition

Contractor agrees that it shall not attempt to nor shall assign this agreement to any party and that any attempt to do so shall be void.

L. No Third Parties

There are no other parties to this agreement. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this agreement, its terms and conditions, or a party's actions taken hereunder.

M. No Other Terms, Conditions, or Understandings

The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof and constitutes the full and complete Agreement in this matter by and between the parties hereto, shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

N. Modifications to Agreements

This agreement may be modified only by a written amendment authorized by and executed by the parties. No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement.

O. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the addresses shown below. The parties agree to notify the other in writing of any change of address.

For Contractor:	For MSU jointly at:
City of Starkville	Leah Kemp, Principle Investigator
Mayor Lynn Spruill	240 Giles Hall
110 West Main Street	Mississippi State, MS 39762
Starkville, MS; l.spruill@cityofstarkville.org	lkemp@caad.msstate.edu; 662-325-8671
and	**and**
	Haleigh Fason, Grants & Contracts Administra
	129 Etheredge Hall, 449 Hardy Road
	Mississippi State, Ms 39762
	hfason@osp.msstate.edu; 662-325-3216

P. Ownership of Documents and Work Papers

MSU shall own all documents, files, reports, work papers, and working documents, electronic or otherwise, created by MSU in connection with this agreement.

Q. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such an event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

R. Termination for Convenience

MSU may, when the interests of MSU so require, terminate this agreement in whole or in part for the convenience of MSU. Written notice of the same is required to be provided by MSU and shall allow no less than 60 days' notice prior to the effective date of the termination. MSU will provide a report of all work completed as of the date of termination.

S. Termination for Cause

Either party may terminate this agreement upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.

T. Inspection of Books and Records

MSU shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination of or the expiration of this agreement.

U. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations.

V. Title to Equipment

Title to any equipment purchased for use on this project shall vest with MSU.

July 30, 2020

Mayor Lynn Spruill
110 W. Main Street
Starkville, Mississippi 39759

Dear Mayor:

The Small Town Center (STC) is pleased to submit a pre-proposal for the following scope of work in Starkville, MS.

Lighting Plan

The STC will develop a plan for lighting along Lafayette Street between Main/Lampkin to help beautify the street and illuminate evening events at this location.

The STC will also develop a similar plan for lighting between Jackson/Washington Streets or between Jackson and Lafayette Streets, as dictated by the City.

Time frame:
We should be able to have a very quick turnaround on this project , provided a timely response from the City on coordination. We will be able to start immediately.

Deliverables:
+ Detailed plan documents highlighting lighting locations along specified streets.
+ Specifications for lighting to purchase

Budget:
A proposed budget for this scope of work is attached.

If you require any additional information about our proposed scope of work, please let me know.

Sincerely,

Leah Kemp, AIA
Director
Fred Carl Jr. Small Town Center
Mississippi State University

Starkville Downtown Lighting

August 15, 2020 - September 30, 2020						
Personnel		FTE	Salary/Total	Fringe Rate	Fringe	
	CSTC Director, Leah Kemp	4%	$ 437.85	37.65%	$ 164.85	$ 602.69
	Architect, Fran Pharis	8%	$ 657.00	37.65%	$ 247.36	$ 904.36
Sub-Total						**$ 1,507**
TOTAL						**$ 1,507**
	MSU Facilities & Administrative Costs				**27.2%**	**$ 410**
PROJECT TOTAL						**$ 1,917**

SUBMITTER MERCHANT
MERCHANT CARD PROCESSING AGREEMENT
(For use by Pace Payment Systems U.S.-based Public clients)

Pace ("Pace," "us," or "our"), for itself and on behalf of Synovus Bank ("Member"), is very excited about the opportunity to provide you with state-of-the-art payment processing services. When your Customers pay you through Pace you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transactions you submit through Pace. You are also required to fill out an Application with Pace. The Application provides Pace with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Pace service as well as this Merchant Card Processing Agreement ("Agreement"). Together, we understand and acknowledge that you have contracted with Pace to obtain Card processing services with the Member on your behalf and that Pace has agreed to be responsible to the Member for your obligations for Transactions and as set forth in this Agreement.

The following information is designed to inform and assist you as we begin our relationship.

1. *Your Acceptance of Cards*

You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify this Agreement in order to comply with requirements imposed by the Payment Brands. Should that be necessary, we promise to give you at least 30 days written notice of any such changes.

In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions.

(1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
(2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
(3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is accept only debit/check card products or only credit and commercial products). If you accept on-line payment, you must display an appropriate notice to indicate acceptance of the limited acceptance category you have selected.

For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. *Settlement*

Upon our receipt of funds from your Transactions, Pace will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and the Member. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.

You must not submit Transactions for payment until the goods are delivered or shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. *Chargebacks*

You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:

(1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
(2) An authorization/approval code was required and not obtained;
(3) The Transaction was fraudulent;
(4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
(5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. *Data Security and Privacy*

By signing below, you represent to us that you do not have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Pace. In the event that you do happen to receive Card Information in connection with the processing services provided by Pace under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brand Rules or applicable laws and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. *Funding Schedule*

In order to receive funds from Pace, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH"") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Pace' s processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Pace to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.

Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under this Agreement, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Pace to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: ______________________

ABA No: ______________________

Account No: ______________________

Reference: ______________________

6. ***Processing; Service Fee Transactions*** You and Pace hereby agree that:

All Service Fee Transactions will be processed by Pace; and

All of your Card Transactions will be submitted by Pace on your behalf to the Member under the terms of this Agreement.

7. ***Processing Fees.***

You agree to pay the processing fees in the amount specified in the Fee Schedule of the Application or as otherwise provided for in this Agreement. We may only increase the processing fees by giving you thirty (30) days advance written notice effective for Transactions submitted on and after the effective date of the increase.

8. ***Term; Termination***

The initial term of this Agreement shall be month to month commencing on the earlier of (i) the date the Application is signed and approved by authorized officers of Pace or (ii) the date of the first Transaction (which may be a test Transaction) that is processed for you. This Agreement will continue from month to month unless terminated by either party with at least thirty (30) day's prior notice of its intent not to renew this Agreement.

9. ***Definitions***

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Pace pursuant to Payment Brand Rules.

"Service Fee Transaction" is a charge to a customer's Card for the convenience of using the payment channel offered by you and Pace in connection with a Transaction.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is Synovus Bank, or other entity providing sponsorship to Pace as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Pace for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands. You can access the Payment Brand Rules for Visa at https://usa.visa.com/support/small-business/regulations-fees.html#3 and for Master Card at https://www.mastercard.us/en-us/merchants/get-support/merchant-learning-center.html. The location of this information is subject to change.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Pace from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA

DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended & from time to time.

"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

[Signature page to follow]

Agreed and Accepted by

Merchant Legal Name:

City of Starkville

110 West Main Street / Starkville, MS 39759

Address (Print or Type)

By (authorized signature)

D. Lynn Spruill, Mayor

By: Name, Title

8-14-2020

Date

Agreed and Accepted by:
PACE PAYMENT SYSTEMS

Address (Print or Type)

By (Authorized signature)

By: Name, Title (Print or Type)

Government Owned Non-Profit Addendum

(Municipal Utilities, Municipalities, Not-profit, Gov't Agencies)

This Addendum supplements the Merchant Application and/or Agreement executed and submitted by City of Starkvile (Legal Name – "Merchant"). As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant's Application to establish a Merchant account with Pace and Synovus Bank, and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

FUNCTION

Function of Merchant
Authorized Purpose of Government Entity?

Authorized Representative

I, the undersigned, certify: • that I am an officer or other authorized representative of the Merchant ("Authorized Representative") and • that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreement • that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.	By submitting this Addendum, Merchant, through the undersigned Authorized Representative: • represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements • represents and warrants that all information contained within this Addendum is true, complete and not misleading.

Authorized Representative:

X [signature] Signature — D. Lynn Spruill Print Name — 8-14-2020 Date

Rev.120619
Pace Contract No. 000160

INDIVIDUAL PROJECT ORDER NUMBER 1.0

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Starkville (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated 8/10/2020, which is incorporated herein by reference.

Identification of Project: Transportation Related Consulting Services

Specific Scope of Basic Services:
Services to be provided under this IPO will include consulting assistance to the CLIENT related to transportation engineering and planning needs. Examples of tasks under this IPO include but are not limited to:

- traffic impact analyses (TIAs)
- TIA review
- traffic data collection and counts
- traffic signal timing evaluations and adjustments
- roadway restriping concepts
- bike and pedestrian facility analysis and recommendations

Upon request from the Client for a task, a sub IPO will be submitted defining the specific task and not-to-exceed budget.

Schedule: The schedule for each subtask will be defined individually. It is anticipated that the tasks under this IPO will be preformed in a short time frame of 4 weeks or less from authorization

Deliverables: The deliverables for each subtask will vary based on the task and will be defined individually in each sub IPO submitted for authorization.

Terms of Compensation: The compensation for each subtask will be invoiced on an hourly basis according to the attached rate sheet and the terms set forth in the Master Agreement. Individual tasks will be limited to a maximum of $1,000 and all tasks will not exceed a total of $5,000 in a one-year period without further authorization

ACCEPTED:

CLIENT	KIMLEY-HORN AND ASSOCIATES, INC.
BY: [signature]	BY: DocuSigned by: Drake Danley BEC900D787444D4...
TITLE: Mayor	TITLE: Assistant Secretary
DATE: 8/21/2020	DATE: 8/13/2020

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst	$100 - $130
Professional	$140 - $175
Senior Professional I	$175 - $245
Senior Professional II	$235 - $275
Senior Technical Support	$105 - $160
Support Staff	$80 - $100
Technical Support	$90 - $110

Effective through June 30, 2020

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Kimley»Horn

August 12, 2020

Mayor Lynn Spruill
City of Starkville
110 West Main Street
Starkville, MS 39759

Re: Transportation As-Needed Services – Master Services Agreement

Dear: Mayor Spruill:

Kimley-Horn and Associates, Inc. is pleased to submit the attached agreement to the City of Starkville for providing as-needed transportation related services. The services to be provided under this agreement are anticipated (but not limited) to include tasks such as traffic impact analyses (TIA), TIA review, traffic data collection and counts, signal timing evaluation and adjustments, roadway restriping concepts, bike and pedestrian facility analysis and recommendations and other transportation related services.

Each task will be scoped within an Individual Purchase Order (IPO) describing the agreed upon services to be performed and will be supplied with a not-to-exceed amount for the task. Tasks can only be engaged in through written authorization from City Engineer, Edward Kemp.

Attached is the Master Services Agreement outlining the general terms and conditions of this agreement. All services will be performed in accordance with the terms of the attached agreement. We look forward to continuing working with the City to better move people around Starkville. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Clark Bailey, P.E., PTOE

DocuSign SECURED

Certificate Of Completion

Envelope Id: AF18BBFE35FF40499F7EF412BCAE31B3
Subject: Please DocuSign: Transportation IPO.docx
Source Envelope:
Document Pages: 1
Certificate Pages: 1
AutoNav: Disabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Drake Danley
401 Fayetteville St.
Suite 600
Raleigh, NC 27601
Drake.Danley@kimley-horn.com
IP Address: 75.66.235.4

Record Tracking

Status: Original 8/13/2020 6:04:02 PM	Holder: Drake Danley Drake.Danley@kimley-horn.com	Location: DocuSign

Signer Events	Signature	Timestamp
Drake Danley drake.danley@kimley-horn.com Assistant Secretary Kimley-Horn and Associates, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Drake Danley BEC900D787444D4 Signature Adoption: Pre-selected Style Using IP Address: 75.66.235.4	Sent: 8/13/2020 6:04:11 PM Viewed: 8/13/2020 6:04:26 PM Signed: 8/13/2020 6:04:43 PM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2020 6:04:11 PM
Certified Delivered	Security Checked	8/13/2020 6:04:26 PM
Signing Complete	Security Checked	8/13/2020 6:04:43 PM
Completed	Security Checked	8/13/2020 6:04:43 PM

Payment Events	Status	Timestamps

9. CONSIDERATION TO ACCEPT THE JULY 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "acceptance of the July 2020 Financial Statements" is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ACCEPT A $170,000.00 ASSISTANCE TO FIREFIGHTERS GRANT, WITH A CITY MATCH OF $15,454.55, TO BE USED TO PROVIDE EXHAUST REMOVAL SYSTEMS FOR EACH OF THE 5 FIRE STATIONS AND PAYMENT OF $7,359.31 TO JCMC CONSULTING FOR PROJECT AND GRANT ADMINISTRATION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of a $170,000 Assistance to Firefighters Grant, with a City match of $15,454.55, to be used to provide Exhaust Removal Systems for each of the 5 fire stations and payment of $7,359.31 to JCMC Consulting for project and grant administration" is enumerated, this consent item is thereby approved. (Grant award follows this page)

11. CONSIDERATION TO HIRE JESI MARSH, MEGAN AUCOIN, AND TERRY CLAY THOMPSON, AS ENTRY LEVEL FIREFIGHTERS AND TO HIRE SAVANNA SANCHEZ AS A PART TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT AND TO RETAIN THE CANDIDATES FROM THE SELECTION PROCESS HELD ON AUGUST 18, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE STARKVILLE FIRE DEPARTMENT DUE TO RETIREMENTS, RESIGNATION OR TERMINATIONS, TO THE STARKVILLE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Jesi Marsh, Megan Aucoin and Terry Clay Thompson, as Entry Level Firefighters and to hire Savanna Sanchez as a part time firefighter in the Starkville Fire Department and to retain the candidates from the selection process held on August 18, 2020 for consideration to fill any additional vacant positions in the Starkville Fire Department due to retirements, resignation or terminations, to the Starkville Fire Department within a period of 90 days" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE KEON CLANTON AND JAKAVA EVANS AS MAINTENANCE WORKERS FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Jaylin Boyd, Keon Clanton, and Jakava Evans as Maintenance Workers for the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE JOHN TRANUM AS A PART TIME GROUNDS MAINTENANCE WORKER AND CHANDLER BOWMAN AS A PART TIME AIRCRAFT LINEMAN FOR THE AIRPORT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire John Tranum as a Part Time Grounds Maintenance Worker and Chandler Bowman as a Part Time Aircraft Lineman for the Airport Department" is enumerated, this consent item is thereby approved.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Charles Yarbrough
STARKVILLE, CITY OF
110 WEST MAIN STREET CITY HALL
STARKVILLE, MS 39759

EMW-2019-FG-03099

Dear Charles Yarbrough,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $154,545.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $15,454.55 for a total approved budget of $170,000.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant
Recipient: STARKVILLE, CITY OF
DUNS number: 095707444
Award number: EMW-2019-FG-03099

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient`s project or projects submitted as part of the recipient`s application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program`s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$170,000.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$154,545.45
Non-federal	$15,454.55
Total	$170,000.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA`s prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Modify facilities

Invoice

JMCM Enterprises LLC
PO Box 252
Five Points, AL 36855

Date	Invoice #
8/6/2020	INV2020-047

Bill To
City of Starkville RE: Starkville FD 110 West Main Street Starkville, MS 39759

Please make check payable to:
JMCM Consulting

Terms	Due Date
Net 30	9/5/2020

Item	Description	Amount
Professional Services	Assistance to Firefighter Grant Program	7,359.31
	EMW-2019-FG-03099	
	$170,000-Total Project	
	$154,545.45-FEMA Award	
	$15.454.55-Department Match	
	$7,359.31-JMCM Fee	

Thank you for your business. We appreciate it very much.

Total $7,359.31

Terms are Net 30.
A late payment fee of $25 will be added after each 30 days until payment is made.

Phone #	E-mail	EIN:
334-864-0094	cmonroe@jmcmconsulting.com	27-3743883

14. CONSIDERATION OF APPROVAL TO DECLARE TEN (10) POLICE VEHICLES AS SURPLUS, AND AUTHORIZATION TO SELL ON GOVDEALS.COM.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to declare ten (10) police vehicles as surplus and sell on GovDeals.com" is enumerated, this consent item is thereby approved.

1.)	2010 white Police Ford Crown Victoria	VIN:2FABP7BV1AX117326
2.)	2008 white Police Ford Crown Victoria	VIN:2FAFP71V78X122432
3.)	2007 white Police Ford Crown Victoria	VIN:2FAFP71W97X151907
4.)	2010 white Police Ford Crown Victoria	VIN:2FABP7BV7AX117332
5.)	2004 white Police Ford Crown Victoria	VIN:2FAFP71W54X169607
6.)	2004 white Police Ford Crown Victoria	VIN:2FAFP71W84X169598
7.)	2007 white Police Ford Crown Victoria	VIN:2FAFP71W57X151905
8.)	2007 white Police Ford Crown Victoria	VIN:2FAFP71W67X151900
9.)	2007 black Police Ford Crown Victoria	VIN:2FAFP71W67X151895
10.)	2004 white Police Ford Crown Victoria	VIN:2FAFP71WX4X169599

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill welcomed the MSU Students back to town and encouraged all to stay safe. She then stressed the importance of everyone completing the 2020 Census.

BOARD OF ALDERMEN COMMENTS:
Alderman Vaughn noted that Census workers are beginning to go door-to-door and urged everyone to be agreeable and cooperative.
Alderwoman Sistrunk noted the results of the Census are with us for ten years. She reminded that if funding is lost due to everyone not being counted, it is lost for ten years.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked drivers to be careful when making U-Turns, especially near Kroger and Wal-Mart. He also stated speeding had been observed on Wood Street and asked the Police to monitor it. Mr. Turner asked that everyone lead by example during the Covid pandemic and wear a mask and be mindful of others.
Stanley Miller expressed concern with a proposed tax increase. He asked if the City could wait to see if revenues decline and / or table some projects or purchases until the next fiscal year.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

PUBLIC HEARING TO DETERMINE WHETHER THE PROPERTY LOCATED AT 307 WEST MAIN STREET WITH THE PARCEL NUMBER 118O-00-338.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN. § 21-19-11.

Mayor Spruill opened the Public Hearing and called for public comments. She noted this to be the sole property advertised that had not been brought into compliance. Materials related to the property were in the Board packets.

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

22. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 307 WEST MAIN STREET WITH THE PARCEL NUMBER 118O-00-338.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion determining that the property located at 307 West Main Street with the parcel number 118o-00-338.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11. 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.

PUBLIC HEARING ON THE FISCAL YEAR 2020-2021 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE.

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

Alvin Turner noted that Covid-19 had taken a toll on many people but understands an increase if it is necessary for the City to continue services.

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

23. CONSIDERATION OF A WATER AND SEWER RATE ADJUSTMENT EFFECTIVE OCTOBER 1, 2020 TO PROVIDE FUNDING NEEDED FOR PLANNED CAPITAL INFRASTRUCTURE IMPROVEMENTS.

Starkville Utility Director Terry Kemp discussed the five year capital improvement plan. A presentation was made at the August 14 work session. The average impact to a regular household will be approximately $5 per month. The proposed effective date of the increase is to begin with October usage being due in November billing.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve the water and sewer rate adjustment effective October 1, 2020 to provide funding needed for planned capital infrastructure improvements.
The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Nay
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.

Proposed Rate Change

Water Base Rate: $4.50 (first 1,000 gal. free)
Water Unit Rate: $4.15 per 1,000 gal.
Sewer Base Rate: $4.50 (first 1,000 gal. free)
Sewer Unit Rate: $4.15 per 1,000 gal.
Estimated Revenue: $7.55M

Customer Use Strata	Current Avg. Bill		Estimated Avg. Bill		Estimated Bill Increase		
	Water & Sewer	Water	Water & Sewer	Water	Water & Sewer	Water	Percentage
Less than 1,000 gal.	$ 8.00	$ 4.00	$ 9.00	$ 4.50	$ 1.00	$ 0.50	13%
1,000 to 2,000 gal.	$ 11.34	$ 5.65	$ 13.26	$ 6.61	$ 1.92	$ 0.96	17%
2,000 to 5,000 gal	$ 23.26	$ 11.65	$ 28.49	$ 14.26	$ 5.23	$ 2.62	22%
5,000 to 10,000 gal	$ 45.72	$ 23.07	$ 57.16	$ 28.85	$ 11.45	$ 5.78	25%
More than 10,000 gal.	$ 293.17	$ 136.62	$ 373.14	$ 173.85	$ 79.97	$ 37.23	27%

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of August 11, 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	$ 198,459.45
Airport Fund	015	29,213.18
Airport – Restricted Fund	016	10,501.35
Sanitation	022	66,561.36
Computer Assessments	107	24,313.70
Industrial Park Bond	303	5,998.16
Park Bonds	380	536,036.47
Sub Total Before Utilities		$ 871,083.67
Utilities Dept.	SED	1,720,012.38
Total Claims	Total	$ 2,591,096.05

25. 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 Little, 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: Absent
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.

26. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION

Alderman Perkins offered a motion to return to open session. Alderman Little 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.

27. CONSIDERATION OF DISCIPLINE OF A POLICE OFFICER.

Alderman Perkins offered a motion to accept the recommendation of Police Chief Ballard to suspend Police Officer Jeremy Fortney for 3 days without pay and place him on six months' probation, effective immediately. Alderman Carver 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.

28. MOTION TO RECESS UNTIL SEPTEMBER 1, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, for the Board of Aldermen to recess the meeting until September 1, 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:

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D. LYNN SPRUILL, MAYOR

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LESA HARDIN, CITY CLERK

(SEAL)