MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
October 20, 2020

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on October 20, 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 Sandra Sistrunk, David Little, Hamp Beatty, and Henry Vaughn, Sr. as well City Clerk / CFO Lesa Hardin. Aldermen Ben Carver, Jason Walker, and Roy A'. Perkins as well as Ronny Roberts of Mitchell, McNutt & Sams, who filled in as City Attorney, attended telephonically or by videoconference.

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

Alderman Little asked to add XI. Department Business, Planning Item B.2.a. Final Plat 20-06 to consent.

There being no objections to the change, 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 October 20, 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, OCTOBER 20, 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 SEPTEMBER 15, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 2, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Halloween

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN.

B. CONSIDERATION OF ENGAGING TWO PROFESSIONAL PROPERTY APPRAISERS TO APPRAISE A PROPOSED 60 FOOT EASEMENT SITUATED IN THE SW ¼ OF THE SE ¼, SEC. 08, T18N, R14E, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, ON A PIECE OF PROPERTY OWNED BY THE CITY OF STARKVILLE SITUATED BETWEEN THE HIGHWAY 25 BYPASS AND A TRACT OWNED BY BOOTH FAMILY, LLC.

X. BOARD BUSINESS

A. CONSIDERATION AND ACCEPTANCE OF THE VISITOR'S AND CONVENTION COUNCIL (VCC) 2% FISCAL YEAR 2020-2021 BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012 SECTION 4.

B. CONSIDERATION AND ACCEPTANCE OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) 2% FISCAL YEAR 2020-2021 BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012 SECTION 4.

C. CONSIDERATION AND ACCEPTANCE OF THE MISSISSIPPI STATE UNIVERSITY (MSU) 2% FISCAL YEAR 2020-2021 BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012 SECTION 4.

XI. <u>DEPARTMENT BUSINESS</u>

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 FP 20-06, A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING A 16.91-ACRE LOT INTO 43 LOTS AT THE NORTHEAST CORNER OF THE INTERSECTION OF REED ROAD AND WESTSIDE DRIVE IN A TN-N ZONING DISTRICT WITH PARCEL NUMBER 118K-00-035.00.

b. CONSIDERATION OF THE RE-APPOINTMENT OF MR. RYAN ASHFORD, THE RE-APPOINTMENT OF MR. ROBERT MCMILLEN, AND THE APPOINTMENT OF MR. SHAWN LAMBERT TO FILL 3 VACANT SEATS ON THE HISTORIC PRESERVATION COMMISSION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF REVISING ITEM XI.D.2 ON THE MARCH 17, 2020 AGENDA FROM “CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND PURCHASE A FORD ¾ TON CREW CAB PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT” TO CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND PURCHASE A ¾ TON PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT”.

2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE HIGHWAY 12 SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATING IN THE AMOUNT OF $35,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 13, 2020 FOR FISCAL YEAR ENDING 9/30/21, 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 SEPTEMBER, 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 2 (TWO) HURST JAWS OF LIFE SYSTEMS AS SOLE SOURCE ITEMS FROM MUNICIPAL EMERGENCY SERVICES, INC. FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF $ 63,317.57.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM NAFECO IN THE AMOUNT OF $13,523.70 FOR 2 (TWO) RAMFANS WITH CHARGERS, BATTERIES AND MOUNTING KITS FOR THE STARKVILLE FIRE DEPARTMENT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE NICHOLAS BROWNING AND MICHAEL HODGES AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE OCTAVIS BROWN AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO CHANGE THE EMPLOYMENT STATUS OF SAVANNA SANCHEZ FROM PART-TIME TO FULL-TIME AS A CERTIFIED FIREFIGHTER AND TO HIRE MATTHEW SCHOBER AS A PART-TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR $10,000.00 FOR POLICE OVERTIME THROUGH THE FY21 MS CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT.

2. CONSIDERATION TO ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR $4,564.00 TO PURCHASE TASERS THROUGH THE FY21 JUSTICE ASSISTANCE GRANT.

3. CONSIDERATION TO ENTER INTO A TWO YEAR LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ $350 PER MOTORCYCLE PER MONTH, APPROVAL OF THE $850 EQUIPMENT TRANSFER FEE OF TWO OF THE MOTORCYCLES AND APPROVAL OF THE $7,349.60 ESTIMATE TO COMPLETELY OUTFIT THE 3RD MOTORCYCLE WITH NECESSARY EMERGENCY RESPONSE EQUIPMENT.

4. CONSIDERATION OF APPROVAL TO ORDER THREE COMPLETE RADAR SYSTEMS FROM STALKER RADAR FOR MOTORCYCLES AT A COST OF $2,262.50 WITH HARLEY-DAVIDSON TO INSTALL.

K. SANITATION DEPARTMENT

1. CONSIDERATION TO DECLARE A 2002 DODGE RAM 1500 (VIN 1B7HC16Y815231988), A 2006 FORD F150 XL TRITON (VIN 1FTRX12W36NA41549) AND UNREPAIRABLE WASTE DUMPSTERS SURPLUS AND ADVERTISE FOR SALE.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM ALTEC SERVICE CENTER OF BIRMINGHAM IN THE AMOUNT OF $27,911.64 FOR THE REPAIR OF THE ELECTRIC DIVISION 2010 ALTEC MINI DERRICK DIGGER.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM VACUUM TRUCKS SALES AND SERVICE, LLC IN THE AMOUNT OF $33,120.00 FOR A T66 CAMERA TRACTOR AND ORION ZOOM CAMERA HEAD FOR THE WATER DIVISION.

3. REQUEST AUTHORIZATION TO DECLARE VARIOUS SMALL EQUIPMENT BELONGING TO THE WATER DIVISION INVENTORY AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS.COM.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 3, 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 – 26:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 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 October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the September 15, 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 OCTOBER 2, 2020 WORK SESSION 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 October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the October 2, 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 APPROVAL OF A RESOLUTION ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution adopting the MEMA District 4 Regional Hazard Mitigation Plan" is enumerated, this consent item is thereby approved.

RESOLUTION FOR ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN

WHEREAS, various natural hazards have the potential for causing devastating harm and loss of life and property to the citizens of the City of Starkville and will continue to do so; and

WHEREAS, the implementation of hazard mitigation policies and strategies can protect the citizens, and significantly reduce the loss of life and property from natural hazards; and

WHEREAS, a concerted effort should be made to address hazard mitigation in our respective policies and programs; and

WHEREAS, hazard mitigation goals and objectives can be effectively developed through participation in the development of a regional mitigation plan,

NOW THEREFORE, We, the Mayor, Board of Alderman of the City of Starkville do hereby resolve to adopt the District 4 Regional Hazard Mitigation Plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the _______ day of ___________, 2020

____
Mayor D. Lynn Spruill

5. CONSIDERATION OF ENGAGING TWO PROFESSIONAL PROPERTY APPRAISERS TO APPRAISE A PROPOSED 60 FOOT EASEMENT SITUATED IN THE SW ¼ OF THE SE ¼, SEC. 08, T18N, R14E, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, ON A PIECE OF PROPERTY OWNED BY THE CITY OF STARKVILLE SITUATED BETWEEN THE HIGHWAY 25 BYPASS AND A TRACT OWNED BY BOOTH FAMILY, LLC.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval of engaging two professional property appraisers to appraise a proposed 60 foot easement situated in the SW ¼ of the SE ¼, Sec. 08, T18N, R14E, City of Starkville, Oktibbeha County, Mississippi, on a piece of property owned by the City of Starkville situated between the Highway 25 Bypass and a tract owned by Booth Family, LLC. " is enumerated, this consent item is thereby approved.

6. CONSIDERATION AND ACCEPTANCE OF THE VISITOR'S AND CONVENTION COUNCIL (VCC) 2% FISCAL YEAR 2020-2021 BUDGET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the 2020-2021 2% budget allocation by the VCC Board of Directors in accordance with the enabling legislation of SB 3012" is enumerated, this consent item is thereby approved.

Starkville Convention & Visitors Bureau

Budget

2020-21

City Hotel Tax & Main Street Assoc	2019-2020 Budget	2020-2021 Budget
Income		
40101 CITY OF STARKVILLE	310,000.00	186,000.00
41000 INTEREST INCOME	0.00	0.00
Total Income	**$ 310,000.00**	**$ 186,000.00**
Expenses		
56100 GSDP MANAGEMENT	133,968.99	133,969.00
56101 GSDP OCCUPANCY	20,209.85	20,210.00
56102 AUDIT	15,000.00	10,000.00
56104 CVB BOARD DEVELOPMENT	1,500.00	500.00
56105 DUES - SPONSORSHIPS	30,000.00	15,000.00
56106 CONVENTION	30,000.00	10,000.00
56107 MAIN STREET ASSOCIATION	25,000.00	25,000.00
56108 DUES - TOURISM	6,500.00	6,500.00
56109 LEGAL & PROFESSIONAL	0.00	300.00
Total Expenses	**$ 262,178.84**	**$ 221,479.00**
Net Income	**$ 47,821.16**	**$ (35,479.00)**

City of Starkville 2% Food & Beverage	2019-2020 Budget	2020-2021 Budget
Income		
41100 CITY OF STARKVILLE FOOD &	310,000.00	260,000.00
41200 MSU ORIENTATION	36,000.00	-
Total Income	**$ 346,000.00**	**$ 260,000.00**
Expenses		
80000 GSDP MARKETING/OPER	63,000.00	63,000.00
80002 ADVERTISING - Contracts	30,000.00	30,600.00
80003 ADVERTISING - Print	65,000.00	25,000.00
80005 ADVERTISING - Radio	14,000.00	10,000.00
80006 ADVERTISING - Video	10,000.00	3,500.00
80007 ADVERTISING - Digital/Web	15,000.00	3,000.00
80008 ADVERTISING - Photography	3,000.00	2,000.00
80009 ADVERTISING - Athletics	36,000.00	30,000.00
80040 SPECIAL PROJECTS/EVENTS	20,250.00	15,171.00
80041 PROFESSIONAL DEVELOPMENT	5,000.00	1,000.00
80042 SPONSORED PROGRAMS	13,000.00	7,500.00
80043 SUSTAIN GRANT PROGRAM	20,750.00	21,750.00
80044 MSU_ORIENTATION	46,000.00	7,000.00
80047 CONSULTING SERVICES	5,000.00	5,000.00
Total Expenses	**$ 346,000.00**	**$ 224,521.00**
Net Income	**$ -**	**$ 35,479.00**
Overall Net Income	**$ 47,821.16**	**$ -**

7. CONSIDERATION AND ACCEPTANCE OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) 2% FISCAL YEAR 2020-2021 BUDGET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the 2020-2021 2% budget allocation by the OCEDA Board of Directors in accordance with the enabling legislation of SB 3012” is enumerated, this consent item is thereby approved. (OCEDA Budget follows this page)

8. CONSIDERATION AND ACCEPTANCE OF THE MISSISSIPPI STATE UNIVERSITY (MSU) 2% FISCAL YEAR 2020-2021 BUDGET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the MSU 2% Fiscal Year 2020-2021 budget in accordance with the enabling legislation of SB 3012 Section 4” is enumerated, this consent item is thereby approved. (MSU 2% Budget follows the OCEDA Budget)

9. CONSIDERATION OF FP 20-06: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING A 16.91-ACRE LOT INTO 43 LOTS AT THE NORTHEAST CORNER OF THE INTERSECTION OF REED ROAD AND WESTSIDE DRIVE IN A TN-N ZONING DISTRICT WITH PARCEL NUMBER 118K-00-035.00.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the “approval of FP 20-06: a request for Final Plat approval for subdividing a 16.91-acre lot into 43 lots at the northeast corner of the intersection of Reed Road and Westside Drive in a TN-N zoning district with parcel number 118K-00-035.00 with conditions” is enumerated, this consent item is thereby approved.

Conditions:

1. Prior to execution of the Certificate of Final Approval by City Staff, the proposed covenants shall be revised and approved by the City Attorney and shall include the creation of a Homeowner's Association (HOA) for the long-term maintenance of common areas, private piping, storm water management areas, and any custom signage within the subdivision along with the City’s standard hold-harmless and indemnification clause.
2. Prior to execution of the Certificate of Final Approval by City Staff, an approved form of surety and the accompanying agreement for the completion of unfinished items shall be provided. The form of surety and agreement shall be reviewed by the City Attorney and determined to be acceptable. The amount of the surety shall be reviewed by the City Engineer and determined to be acceptable based on the provided cost estimate.
3. The placement of water meters by Starkville Utilities shall not take place until the release of the sanitary sewer bond.
4. The Homeowners Association (HOA) and/or Developer shall own and maintain the water system until all bonds are released. The HOA and/or Developer shall be responsible for any water leaks until all bonds are released. Responsibility for the water system shall begin at the valve on the south connection and east right-of-way of Reed Road.
5. The Homeowners Association (HOA) and/or Developer shall own and maintain the sanitary sewer system until all bonds are released. Responsibility for the sanitary sewer system shall begin at the manhole (MH) east of Reed Road.
6. Prior to issuance of any Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for any structure on any lot within the subdivision, the following shall items shall be completed or provided to City Staff:
    a. As-built drawings signed/stamped by a licensed PE meeting City of Starkville requirements.
    b. All required test and material reports as outlined in the Subdivision Testing requirements and Processes and the Subdivision Testing Schedule.
    c. All required infrastructure as illustrated on the approved infrastructure plan “IP 20-02 Clark Grove” approved on June 15, 2020 has been fully completed, inspected, tested, and approved by the City of Starkville Community Development Department, Engineering Department, and Starkville Utilities.

Oktibbeha County Economic Development Authority

Budget

2020-2021

GENERAL OPERATIONS	2019-20 Budget	2020-21 Budget
Income		
48001 INTEREST INCOME	40,000.00	5,766.68
48002 RTC % RENT SHARE	30,000.00	20,000.00
48004 SALE OF MULTI TENANT	0.00	198,333.32
49999 OTHER INCOME	0.00	0.00
Total Income	**$ 70,000.00**	**$ 224,100.00**
Expenses		
90030 AUTO/MILEAGE REIMB	500.00	0.00
90031 ~~BOARD~~ HOSPITALITY	1,500.00	5,000.00
90032 OFFICE OVERHEAD	2,500.00	2,000.00
90034 INSURANCE/BONDS	15,000.00	15,000.00
90037 LEGAL & PROFESSIONAL	23,000.00	23,000.00
90040 OFFICE	250.00	0.00
90041 OFFICE SUPPLIES	100.00	0.00
90043 POSTAGE/SHIPPING	100.00	100.00
90046 WELCOME SIGN	5,000.00	8,000.00
90049 GSDP OCCUPANCY	21,000.00	21,000.00
90050 GSDP MAN/PERSONEL	150,000.00	150,000.00
Total Expenses	**$ 218,950.00**	**$ 224,100.00**
Net Income	**$ (148,950.00)**	**$ -**

2% FOOD & BEVERAGE TAX	2019-20 Budget	2020-21 Budget
Income		
48020 FOOD/BEVERAGE TAX	325,000.00	260,000.00
Total Income	**$ 325,000.00**	**$ 260,000.00**
Expenses		
90073 INDUSTRY RELATIONS	20,000.00	10,000.00
90074 GTRDA/LINK	100,000.00	100,000.00
90075 RETAIL/RECRUITMENT	20,000.00	20,000.00
90076 MARKETING/EVENTS	144,773.00	70,000.00
90077 MINORITY GRANTS	30,227.00	20,000.00
90078 CORNERSTONE/NORTHSTAR	10,000.00	40,000.00
Total Expenses	**$ 325,000.00**	**$ 260,000.00**
Net Income	**$ -**	**$ -**
Overall Net Income	**$ (148,950.00)**	**$ -**

MISSISSIPPI STATE UNIVERSITY™

Proposed Distribution of 2021 Food & Beverage Sales Tax Allocation

Distribution:	FY2019	FY2020	FY2021
Music Maker Productions	$150,000	$165,000	$70,000
Bulldog Bash	$170,000	$170,000	$170,000
Cowbell Cabs	$20,000	$5,000	
Old Main Music Festival	$30,000	$30,000	$15,000
Lyceum Series	$60,000	$60,000	$60,000
Global Lecture Series	$20,000	$20,000	$10,000
Total	**$450,000**	**$450,000**	**$325,000**

As presented to the Starkville Board of Aldermen

20% decrease from FY20 is $325,000

These funds will be distributed to the accounts and held until COVID restrictions released.

Balances at June 30, 2020:	
Cash	-$32,326
Account Receivable	$43,025
Fund Balance	$10,699

10. CONSIDERATION OF THE RE-APPOINTMENT OF MR. RYAN ASHFORD, THE RE-APPOINTMENT OF MR. ROBERT MCMILLEN, AND THE APPOINTMENT OF MR. SHAWN LAMBERT TO FILL 3 VACANT SEATS ON THE HISTORIC PRESERVATION COMMISSION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the re-appointment of Mr. Ryan Ashford, the re-appointment of Mr. Robert McMillen, and the appointment of Mr. Shawn Lambert to fill 3 vacant seats on the Historic Preservation Commission" is enumerated, this consent item is thereby approved.

Terms Ending Dates: Mr. Ryan Ashford: October 23, 2023
Mr. Robert McMillen: October 23, 2023
Mr. Shawn Lambert: July 11, 2021

11. CONSIDERATION OF REVISING ITEM XI.D.2 ON THE MARCH 17, 2020 AGENDA FROM "CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND PURCHASE A FORD ¾ TON CREW CAB PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT" TO CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND PURCHASE A ¾ TON PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT".

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval of revising item XI.D.2 on the March 17, 2020 agenda from " Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a Ford ¾ ton crew cab pickup truck off state contract as a replacement" to Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a ¾ ton pickup truck off state contract as a replacement" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE HIGHWAY 12 SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATING IN THE AMOUNT OF $35,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the low quote for the Highway 12 Sidewalk Project from H&H Construction and Excavating and authorizing the Mayor to execute a construction contract" is enumerated, this consent item is thereby approved. This proposal is to build a sidewalk on the north side of Hwy 12 from an existing sidewalk near Deweese Pawn to Vowell's marketplace.

Two quotes received:	H&H Construction and Excavating	$35,000
	Groundstone Construction	$42,050

13. ACCEPTANCE OF SEPTEMBER 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the September 2020 financial statements" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO PURCHASE 2 (TWO) HURST JAWS OF LIFE SYSTEMS AS SOLE SOURCE ITEMS FROM MUNICIPAL EMERGENCY SERVICES, INC. FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF $ 63,317.57.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to purchase 2 (two) Hurst Jaws of Life Systems as Sole Source items from Municipal Emergency Services, Inc. for the Starkville Fire Department in the amount of $ 63,317.57" is enumerated, this consent item is thereby approved. (Letter follows this page)

15. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM NAFECO IN THE AMOUNT OF $13,523.70 FOR 2 (TWO) RAMFANS WITH CHARGERS, BATTERIES AND MOUNTING KITS FOR THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest quote from NAFECO in the amount of $13,523.70 for 2 (two) Ramfans with chargers, batteries and mounting kits for the Starkville Fire Department" is enumerated, this consent item is thereby approved.

Two quotes received:	NAFECO	$13,523.70
	Alert Visions	$13,941.90

16. REQUEST AUTHORIZATION TO HIRE NICHOLAS BROWNING AND MICHAEL HODGES AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Nicholas Browning and Michael Hodges as Entry Level Starkville Police Officers" is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE OCTAVIS BROWN AS A MAINTENANCE WORKER FOR THE SANITATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Octavis Brown as a Maintenance Worker for the Sanitation Department" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO CHANGE THE EMPLOYMENT STATUS OF SAVANNA SANCHEZ FROM PART-TIME TO FULL-TIME AS A CERTIFIED FIREFIGHTER AND TO HIRE MATTHEW SCHOBER AS A PART-TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to change the employment status of Savanna Sanchez from part-time to full-time as a Certified Firefighter and to hire Matthew Schober as a part-time Firefighter" is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR $10,000.00 FOR POLICE OVERTIME THROUGH THE FY21 MS CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to enter into a 100% reimbursable grant agreement with the State of Mississippi's Dept of Public Safety as a sub grantee for $10,000 for police overtime through the FY 21 MS Coronavirus Emergency Supplemental Funding Grant" is enumerated, this consent item is thereby approved.

HURST Jaws of Life, Inc.
711 North Post Road
Shelby, NC 28150
www.jawsoflife.com

Dinglee
Hurst
Lukas
Vetter

February 4, 2020

Starkville Fire Department
Chief Charles Yarbrough
503 East Lampkin St.
Starkville, MS 39759

This will confirm that, as of the date hereof, the following Hurst Jaws of Life® dealer is the only Hurst® dealer whose sales territory for Hurst® Low Pressure (5,000 PSI), Hurst® High Pressure (10,000 PSI), Hurst® eDRAULIC® and Hurst® StrongArm® rescue equipment includes the State of Mississippi and whose personnel have been factory trained and certified by Hurst Jaws of Life, Inc. on operation, maintenance and service and are approved by Hurst Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on Hurst® Low Pressure (5,000 PSI), Hurst® High Pressure (10,000 PSI), Hurst® eDRAULIC® and Hurst StrongArm® rescue equipment:

MES - Texas
Houston, TX 77060
Phone Number: 800-784-0404
Fax Number: 281-442-9199

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

Mike Canon
Vice President of Sales
Hurst Jaws of Life, Inc.

tar
Cc: Barry Hopper, Southeast Regional Sales Manager, Hurst Jaws of Life, Inc.

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

1. **Name, Address, & Phone Number:** City of Starkville 110 W. Main Street Starkville, MS 39759 662-323-4131 c.jackson@cityofstarkville.org	2. **Effective Date:** March 14, 2020 3. Sub-grant Number: 20LX2311 4. Grant Identifier: 2020-VD-BX-0664 5. Beginning & Ending Dates: 03/14/2020 thru 01/30/2022 6. Sub-grant Payment Method: Cost Reimbursement X Other:

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel	$ 10,000.00						$ 10,000.00
Fringe Benefits							
Equipment							
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	$ 10,000.00	100%					$ 10,000.00

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

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Lynn Spruill Mayor
11. Signature: Date: Emberly K. Holmes 10/01/2020	12. Signature: Date:

20. REQUEST AUTHORIZATION TO ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR $4,564.00 TO PURCHASE TASERS THROUGH THE FY21 JUSTICE ASSISTANCE GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to enter into a 100% reimbursable grant agreement with the State of Mississippi's Department of Public Safety as a sub grantee for $4,564.00 to purchase tasers through the FY21 Justice Assistance Grant" is enumerated, this consent item is thereby approved. (Award notice follows this page)

21. REQUEST AUTHORIZATION TO ENTER INTO A TWO YEAR LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ $350 PER MOTORCYCLE PER MONTH, APPROVAL OF THE $850 EQUIPMENT TRANSFER FEE OF TWO OF THE MOTORCYCLES AND APPROVAL OF THE $7,349.60 ESTIMATE TO COMPLETELY OUTFIT THE 3RD MOTORCYCLE WITH NECESSARY EMERGENCY RESPONSE EQUIPMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to enter into a two year lease agreement with Harley-Davidson of Central MS for three (3) motorcycles @ $350 per motorcycle per month, approval of the $850 equipment transfer fee of two of the motorcycles and approval of the $7,349.60 estimate to completely outfit the 3rd motorcycle with necessary emergency response equipment" is enumerated, this consent item is thereby approved. (Lease follows JAG taser grant letter)

22. CONSIDERATION OF APPROVAL TO ORDER THREE COMPLETE RADAR SYSTEMS FROM STALKER RADAR FOR MOTORCYCLES AT A COST OF $2,262.50 WITH HARLEY-DAVIDSON TO INSTALL.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to purchase 3 (three) complete radar systems from Stalker Radar for motorcycles at a cost of $2,262.50 each with Harley Davidson to install for the Starkville Police Department" is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO DECLARE A 2002 DODGE RAM 1500 (VIN 1B7HC16Y815231988), A 2006 FORD F150 XL TRITON (VIN 1FTRX12W36NA41549) AND UNREPAIRABLE WASTE DUMPSTERS SURPLUS AND ADVERTISE FOR SALE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to declare a 2002 Dodge Ram 1500 (VIN 1B7HC16Y815231988), a 2006 Ford F150 XL Triton (VIN 1FTRX12W36NA41549) and unrepairable waste dumpsters surplus and advertise for sale" is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM ALTEC SERVICE CENTER OF BIRMINGHAM IN THE AMOUNT OF $27,911.64 FOR THE REPAIR OF THE ELECTRIC DIVISION 2010 ALTEC MINI DERRICK DIGGER.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best quote from Altec Service Center of Birmingham in the amount of $27,911.64 for the repair of the Electric Division 2010 Altec Mini Derrick Digger" is enumerated, this consent item is thereby approved.

Two Quotes Received: Altec- Birmingham: $27,911.64 and Altec – Jacksonville $28,438.39

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

1. Name, Address, & Phone Number: City of Starkville 110 W. Main Street Starkville, MS 39759 662-323-4131 c.jackson@cityofstarkville.org	**2. Effective Date:** 10/01/20 **3. Sub-grant Number:** 19LB2311 **4. Grant Identifier:** 2019-MU-BX-0045 **5. Beginning & Ending Dates:** 10/01/20 to 03/31/21 **6. Sub-grant Payment Method:** Cost Reimbursement X Other:

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	$4,564.00	100					$4,564.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	$4,564.00						$4,564.00

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

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: **Emberly K. Holmes** **Office Director**	10. Typed Name & Title of Authorized Sub-grantee Official: **D. Lynn Spruill, Mayor** **City of Starkville**
11. Signature: Date: Emberly K. Holmes 09/29/2020	12. Signature: Date:

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the 20th day of October 2020 by and between Harley-Davidson of Central Mississippi. 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Starkville, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms 39759 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

1. **TERM OF LEASE:** The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement. Vehicle can also be purchased at the end of the lease.

2. **PAYMENT:** Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars ($350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.

3. **MISCELLANEOUS:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of $ 850.00 per vehicle.

4. **MAINTENANCE, REPAIRS and OPERATING EXPENSES:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s).

Any and all invoices or copies of the original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. **USE and SUBLEASING:** Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. **INSURANCE:** During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. **NOTICE of ACCIDENTS and COOPERATION:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. **INDEMNIFICATION:** Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. **LIMITATION of LIABILITY:** Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

10. **RETURN of THE VEHICLE(S):** At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the ________day of ________________, 20____.

HARLEY DAVIDSON IOF CENTRAKL MISSISSIPPI

By:______________________________

Homer Orr, Manager Police/
Fleet Sales and Leasing

City of Starkville, MS

Office/Lessee

By: [signature]

Title: Mayor - D. Lynn Spruill

25. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM VACUUM TRUCK SALES AND SERVICE, LLC IN THE AMOUNT OF $33,120.00 FOR A T66 CAMERA TRACTOR AND ORION ZOOM CAMERA HEAD FOR THE WATER DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best quote from Vacuum Truck Sales and Service, LLC in the amount of $33,120.00 for a T66 camera tractor and Orion Zoom camera head for the Water Division" is enumerated, this consent item is thereby approved.

Two Quotes Received: Vacuum Truck Sales - $33,120.00 and Rapid View - $36,070.00

26. REQUEST AUTHORIZATION TO DECLARE VARIOUS SMALL EQUIPMENT BELONGING TO THE WATER DIVISION INVENTORY AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS.COM.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the October 20, 2020 Official Agenda, and to accept items for consent, whereby the "approval to declare the following Water Division inventory as surplus property" is enumerated, this consent item is thereby approved.

The following Water Division inventory declared as surplus property, advertise for sale, and sell to the highest bidder on govdeals.com:

- 1- Marathon Electric Motor 75hp, new
- 5 -Marathon Electric Motors 75hp, used taken out of service
- 1-Siemens Electric Motor 75hp, used taken out of service
- 1- Browning Gearbox Part # 415SMTP15B, used taken out of service
- 6- Browning Gearboxes Part # 415SMT25, used taken out of service
- 1- John Deere LX279 Riding Mower, used taken out of service.
- 1 - Spanco 2 Ton Tripod, used taken out of service.
- 1- Norwalk 2 Ton Chain Fall, used taken out of service
- 5- 5VX900 Belts, new

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted the City Park Department will not be sponsoring a Truck or Treat event this year.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver inquired as to the painting of the bridge on University Drive. He would like to see more maroon, white and traditional MSU paintings and color.
Mayor Spruill explained that the Starkville Area Arts Council looks at proposed projects then selects and approves projects which are tasteful and appropriate for public display.
Alderman Little stated he would like to have a future maintenance discussion of these projects and there to be limitation of projects.
Alderman Walker noted that so far there has been nothing offensive painted and feels that the Starkville Area Arts Council can be trusted to monitor the projects to be tasteful and non-offensive.
Alderman Sistrunk encouraged everyone to vote on November 3 and to contact the Circuit Clerk if they have questions.
Alderman Vaughn thanked the Clark Grove project developer for work done so far and looks forward to a completed development.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, encouraged people to study the items on the upcoming election ballot and to be educated voters. He also asked that the lights on Industrial Park Road be checked in that it seems dark in the area near the Humane Shelter.

PUBLIC HEARING:

SECOND PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

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

Alvin Turner, spoke in favor of the new lines and getting more service to more people.

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

27. CONSIDERATION OF AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve an Ordinance of the City of Starkville, Mississippi granting a non-exclusive franchise to Campus Communications Group, Inc. to lay, construct, maintain, replace, repair, and operate fiber optic cable and appurtenant telecommunications facilities in, under, over, and across and along streets, avenues, alleys, highways, roads, bridges, viaducts and public places in the City of Starkville, Mississippi. 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 Ordinance follows this page)

28. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of October 13, 2020 for fiscal year ending 9/30/21, 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	$ 562,302.30
Airport Fund	015	11,660.74
Airport Restricted	016	8,428.00
Sanitation	022	46,652.20
Computer Assessments	107	175.00
Industrial Park Bond	303	13,054.86
Park 2020 Improvement Bond	380	545,985.77
Sub Total Before Utilities		$ 1,188,258.87
Utilities Dept.	SED	3,039,918.87
Total Claims	Total	$ 4,228,177.74

AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI

WHEREAS, Campus Communications Group, Inc. ("Campus Communications" or "Franchisee") is a Delaware corporation, incorporated or organized, among other things for the purpose of constructing telephone lines and furnishing intrastate telecommunications services. Campus Communications obtained a certificate of public convenience and necessity to provide such telecommunications services in Mississippi on July 7, 2015, in Mississippi Public Service Commission Docket No. 2015-UA-027, and

WHEREAS, Campus Communications is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 2015-UA-027. A portion of these facilities will be located within the city limits of Starkville, Mississippi, and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Campus Communications the authority to construct telecommunications facilities along and across public highways and streets, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets, and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, authorizes the City of Starkville, Mississippi the authority to regulate the manner in which such facilities shall be constructed and maintained along and within the rights-of-way of the municipality's streets, and

WHEREAS, the City of Starkville, Mississippi does hereby find and adjudicate that the incorporated proposal of Campus Communications for the operation of a telecommunications facility in Starkville, Mississippi is in the best interest of the citizens of the City of Starkville, Mississippi and that the following franchise agreement is reasonable and in the best interests of the City of Starkville, Mississippi. The City of Starkville, Mississippi is authorized under the provisions of Sections 21-27-1, 21-13-3, and 77-9-713 of the Mississippi Code of 1972, as amended, to grant the franchise and the ordinance should be adopted.

THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI AS FOLLOWS:

TELECOMUNICATIONS SERVICES FRANCHISE AGREEMENT

THIS TELECOMUNICATIONS SERVICES FRANCHISE AGREEMENT ("Agreement") is entered into this 20th day of October, 2020, by and between the **MAYOR AND BOARD OF ALDERMEN OF STARKVILLE, MISSISSIPPI**, a municipal corporation, whose address is 110 W. Main St., Starkville, MS 39759 (hereinafter referred to as the "City') and **CAMPUS COMMUNICATIONS GROUP, INC.** a foreign corporation registered to do business in the State of Mississippi, whose corporate address is 206 N. Randolph St., Suite 200, Champaign, Illinois 61820 and whose mailing address is P.O. Box 25, Champaign, Illinois, 61824 (hereinafter referred to as "Campus Communications")

WHEREAS Section 77-9-713 of the Mississippi Code of 1972 grants municipal corporations the power to grant franchises to or make contracts with public utilities for the use and occupancy of the City's public rights of way, for the purpose of rendering utility services, upon such conditions and for such time as the governing authority of the municipal corporation may deem wise and subject to the Constitution and the general laws of this state;

WHEREAS Section 253 of the Communications Act of 1934, as amended ("Act"), prohibits state and local governments from imposing barriers to local competition, but permits such entities to grant franchises, with access to rights-of-way, to new carriers, such as Campus Communications, in a competitively neutral manner and in "rough parity" to those granted to other carriers, including incumbent local exchange carriers as that term is defined in the Act;

WHEREAS Campus Communications desires to use certain parts of the City's public rights of way to install, maintain and use conduits containing fiber optic cable, and vaults containing splice cases for the purpose of providing telecommunications and related services within the City;

WHEREAS the City and Campus Communications have negotiated terms under which Campus Communications shall install, construct and maintain the System under the terms and conditions of a Telecommunications Services Franchise;

NOW THEREFORE, in the consideration of the mutual covenants herein contained and other good and valuable consideration receipt of which is acknowledged, it is agreed by the parties as follows:

Section 1. Grant of Non-Exclusive Franchise; Location. A non-exclusive franchise is hereby granted to Campus Communications, (hereinafter referred to as "Franchisee), subject to the City's receipt of monetary compensation to install, maintain and use conduits containing fiber optic cable, and vaults containing splice cases for the purpose of transmitting telecommunications above, within and under certain rights-of-way more particularly identified in the Franchisee's Utility Excavation Permit Application, which is attached as Exhibit A (hereinafter referred to as the "System"). A map of the proposed System is attached as Exhibit "B." The City and Franchisee acknowledge and agree that the System that the Franchisee is building is an ever-evolving project. The Franchisee may, from time-to-time, modify the System upon City's approval of a written amendment to this Franchise agreement, including revised Exhibits "A" and "B."

Section 2. Term of Agreement. Subject to the conditions herein stated, the above-described uses of the public right of way shall exist by authority herein granted for a period of five (5) years from and after the date of approval of the Agreement by the City. At the end of the initial five (5) year period, this Agreement automatically renews for an additional five (5) years, unless canceled pursuant to this section or Section 16 herein. The automatic renewal will cease, or not occur, if either party provides the other with ninety (90) days' notice prior to the end of the then existing term.

Section 3. Location; Compliance with Plans and Ordinances. The specific location of said privileges granted by this Franchise agreement shall be as shown on Exhibit "A" and shall be constructed and installed in accordance with plans and specifications previously approved by the City Engineer (hereafter "Plans"), which by reference are made a part of the Agreement. Said System shall be installed, maintained and used in accordance with the ordinances of the City of Starkville, as well as state and federal law and regulations, and the directions from time to time given by the City Engineer to the extent consistent with such ordinances, laws and regulations. Franchisee shall lay the fiber optic cable underground unless otherwise directed and approved by the City Engineer and upon concurrence by the Mayor. The rights granted to the Franchisee by the City are and shall be at all times subordinate to the City's use of the public ways. The Franchisee shall be subject to all ordinances of general applicability of the City and such other laws and regulations of governmental bodies with regulatory authority over the Franchisee or the right-of-way.

Section 4. Franchise Fee; Conditions.

(a) As consideration for this franchise, which provides for the rental and use by the Franchisee of certain rights of way within the boundaries of the City, which are valuable public properties acquired and maintained by the City at great expense to its taxpayers and citizens, and that the grant to Franchisee of the use of said rights of way is a valuable property right without which Franchisee would be required to invest substantial capital in right of way costs and acquisitions, as compensation for the rights and privileges conferred herein, the Franchisee shall pay to the City a sum of money an amount equal to five percent (5%) of the gross revenue from recurring regulated local services, as defined herein, collected by the Franchisee.

(b) Commencing the month following the date this franchise becomes effective, the franchise fee shall be paid quarterly on the last day of April, July, October, and January; such fee shall be for the revenues received by the Franchisee for the preceding quarter. The Franchisee shall furnish to the City with each payment of compensation required by this section a written statement, showing the amount of gross revenue of the Franchisee generated by the System for the period covered by the payment.

(c) On or before the first (1^{st}) day of February of each succeeding year, the Franchisee shall submit to the City a statement of the franchise fee actually due to the City based upon the actual gross revenue for the previous calendar year, together with a check for the amount due from the Franchisee or a statement of any amount due from the City.

(d) In the event that the franchise fee set forth in this Franchise Agreement is declared illegal, unconstitutional or void for any reason by any court or proper authority, the Parties hereto agree to negotiate, in good faith, a franchise fee that is legal, constitutional and valid.

(e) Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

(f) As used in this section, gross revenue shall mean all revenues (exclusive of sales taxes, if any) collected by Franchisee from operation of Franchisee's System to provide regulated recurring local services, provided by the Franchisee within the corporate limits of the City. It is the intent of the Parties herein that gross revenues from regulated, recurring services shall include all revenues except those expressly excluded by state or federal law.

(g) Payment of money under this section shall in no way limit or inhibit any of the privileges or rights of the City, whether under this franchise or otherwise. Except as provided elsewhere in the franchise, all payments made by the franchisee to the City pursuant to this franchise shall be made to the City Clerk. Franchisee shall file annually with the City Clerk, no later than one hundred twenty days (120) days after the end of Franchisee's fiscal year, a statement of revenues from regulated recurring local services for the year attributable to the operations of the Franchisee's System as provided in Section 5(b) of this Franchise Agreement.

(h) Any transactions which have the effect of circumventing payment of required franchise fees and/or evasion of payment of franchise fees by non-collection or non-reporting of gross receipts, bartering, or any other means which evade actual collection of revenues by Franchisee are prohibited and may constitute a default of this agreement.

(i) If as a result of an audit or any other review (at the City's sole expense), the City determines that the Franchisee has underpaid its fees by ten percent (10%) or more for any twelve (12) month period, then in addition to making full payment of the relevant obligation, the Franchisee shall reimburse the City for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. The City may collect the costs associated with such audit or review either through the drawdown of the security required in Section 12 of this Franchise Agreement, or through other means as allowed by law.

(j) If as a result of an audit or other review, the City determines that the Franchisee has underpaid its fees for any twelve (12) month period, the Franchisee shall pay interest on such underpayment at the rate of ten percent (10%) or prime plus two percent (2%), whichever is greater. The underpayment and interest thereon may be collected by the City through the drawdown of the security required in Section 12 of this Franchise Agreement, or through other means allowed by law.

Section 5. Accounts and Other Records and Reports and Investigations

(a) Franchisee shall keep complete and accurate books of account and records of its business and operation of the System pursuant to this franchise agreement in accordance with generally accepted accounting principles.

(b) Franchisee shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, maps, plans, and other records pertaining to this franchise.

Section 6. Nature of Franchise Fee Payments

The City and Franchisee agree that the compensation paid and other payments to be made pursuant to this franchise are not a tax and are not in the nature of a tax, but are in addition to any and all taxes of general applicability or other fees or charges which the Franchisee shall be required to pay to the City or to any other governmental authority; and the Franchisee shall not have or make any claim for any deduction or other credit or all or any part of the amount of compensation or other payments made pursuant to this franchise or from or against any taxes of general applicability or fees or damages which the Franchisee is required to pay.

Section 7. Non-Assignment.

(a) The rights granted by this franchise or any interest therein shall not be assigned or transferred to any other entity without the express written consent of the Mayor and Board of Aldermen. A written copy of any such proposed assignment must be filed with the City. Any required consent is to be evidenced by an ordinance or resolution of the Board of Aldermen that fully recites the terms and conditions, if any, upon which consent is given. No sale or transfer of this agreement, as allowed hereunder, shall be effective unless and until the assignee has filed in the office of the City Clerk an instrument, duly executed, reciting the fact of such sale or assignment, accepting the terms of this Agreement and agreeing to perform all the conditions thereof, and the City has approved said assignment, which approval shall not be unreasonably withheld. The City shall take action on such request for approval of transfer within sixty (60) days of filing of all information required by this section. This section shall not apply in connection with execution of secured financing agreements made by the Franchisee. In making a determination of whether to allow an assignment, the City may consider the following factors:

i. Experience of the proposed assignee or transferee (including conducting an investigation of proposed transferee's or assignee's service record in other communities);

ii. Qualifications of the proposed assignee or transferee;

iii. Legal integrity of the proposed assignee or transferee;

iv. Financial ability and stability of the proposed assignee or transferee;

v. If requested by the City, submittals from the proposed assignee or transferee, regarding changes, if any, it intends to make in the operation and maintenance of the System;

vi. The corporate connection, if any, between the franchisee, and proposed assignee or transferee and/or between the franchisee and any holder of a like franchise within the City;

v. Any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of the System;

vii. Effect of the proposed action on competition.

(b) A copy of the completed sales and transfer agreement, or a functionally equivalent instrument between the Franchisee and the proposed Franchisee, shall be provided to the City Attorney for his review, so that the City may discover the assumption of obligations by the Franchisee and proposed Franchisee with respect to the System.

(c) After receipt of the petition for proposed transfer or assignment, the Board of Aldermen may, as it deems necessary or appropriate, schedule a public hearing on the petition. Further, the Board of Aldermen may review Franchisee's performance under the terms and conditions of this franchise. The Franchisee shall provide all requested assistance to the Board of Aldermen in connection with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all persons involved in said action.

(d) Should the Franchise sell, assign, transfer, convey or otherwise dispose of any of its rights or interests under this franchise or attempt to do so in violation of this requirement to obtain prior consent from the City, the City may revoke this franchise for default and the purported sale, transfer, assignment or conveyance of the franchise shall be null and void..

(e) Franchisee will not lease any maintenance, support or other repair of its System pursuant to this franchise to any other unrelated company, which does not have a franchise agreement with the City. Franchisee, however, shall be allowed to lease the circuit transported by the fiber, absent abdicating their responsibilities hereunder to support, repair and otherwise maintain the System, to those not required by law to obtain a Franchise Agreement. Franchisee shall send notification to the City of any company which has requested Franchisee to provide such services and for which it is to enter a lease agreement in order for the City to contact said company to determine whether said company needs to enter a franchise with the City. If Franchisee does lease any part of its System other than the circuit transported to any unrelated company without the lessee obtaining a franchise as required by the City, the City may revoke this franchise for default.

(f) Acceptance of payment from an entity or person other than the Franchisee shall not constitute a waiver of this non-assignment provision.

Section 8. Installation and Maintenance; Obligation to Mark.

(a) The System hereafter installed, maintained and used shall be so placed and all work in connection with such installation, maintenance, and use shall be so performed as not to interfere with ordinary travel on the right-of-way of the City unless specifically authorized by the City Engineer, or with any water, gas or sewer pipes or other utility conduits or cable television conduits or wires then in place, or hereafter placed. Franchisee, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation, except as provided in the Plans. All sidewalks, parkways or pavements, including driveway alley approaches, disturbed by said Franchisee shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed unless otherwise specified by the City Engineer. In the event that any right-of-way, real property, or fixed improvement thereon shall become uneven, unsettled, damaged, or otherwise require restoration, repair or replacement solely because of such disturbance or damage by the Franchisee, then the Franchisee shall promptly, but in no event longer than fourteen (14) days after receipt of notice from the City or the property owner, and at the Franchisee's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged. In connection with the installation, maintenance, and use of the System, Franchisee shall be courteous and conscientious to adjoining private property owners and take steps to avoid damage, disruption, and intrusion to private property.

(b) Should adverse weather conditions cause a delay in completing the work, the Franchisee shall promptly notify the City or the property owner immediately upon onset of the delay. Thereafter, the City Engineer may, in the Engineer's sole discretion, extend such time for work completion to a date certain. The date extension shall take into account the weather conditions and other factors affecting the work. The Franchisee shall complete the work on or before the date certain. Any such restoration of the City's right-of-way by the Franchisee shall be made in accordance with such materials and specifications as may, from time to time, be then provided for by ordinance or regulations of the City and to the satisfaction of the City Engineer. The Franchisee shall notify the City when the work is completed. If the Franchisee fails to restore the property in accordance with the above, then the City may, if it so desires, contract with a third party for such restoration or utilize its own work forces, to restore such property. The Franchisee shall pay the reasonable cost incurred by the City for such restoration with twenty-one (21) days after the receipt of a written bill for such cost.

(c) The City shall have no obligation to mark the location of Franchisee's facilities.

Section 9. Repeal. Relocation. Removal.

(a) Repeal. The permission and authority herein granted may be revoked by the City if the Franchisee fails or neglects to comply with the material conditions of this Franchise Agreement, but only after being given a reasonable amount of time to cure any defaults.

(b) Relocation of System. Upon the determination by the Board of Aldermen for good cause shown that it is necessary to relocate said System or any part thereof, the Franchisee shall relocate the System and shall bear the sole expense of relocation.

(c) Removal upon Termination. Upon termination of the privileges herein granted, by lapse of time or otherwise, the Franchisee without cost or expense to the City, shall remove the System herein authorized and restore the public way to as good a condition as existed prior to such installation and to the reasonable satisfaction of the City Engineer; provided however, that, with the agreement of the City Engineer, which shall not be unreasonably withheld, the Franchisee may abandon buried or underground facilities in place, such that title to these facilities shall pass to the City, and Franchisee shall have no claim to such facilities or any proceeds from their disposal. In the event of the failure, neglect or refusal of said Franchisee to remove any aerial portions of the System within six (6) months of such termination, the City may, if it so desires, exercise the right to perform said work and charge the cost thereof to said Franchisee or contract with another to perform said work and bill the Franchisee for the cost of said contract. The cost incurred by the City in such System removal shall be promptly paid by the Franchisee within sixty (60) days after receipt of a written bill for costs, or the City may proceed against the surety bond of the Franchisee or pursue any other remedies provided by law.

Section 10. Insurance. On or before the effective date of this Agreement, Franchisee shall file with the City a certificate of insurance designating it as an additional insured and thereafter continually maintain in full force and effect at all times for the term of the franchise, at the expense of the Franchisee, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Mississippi with a rates of at least a B+, and acceptable to the City, protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, maintenance and use of the System by the Franchisee in the following minimum amounts:

(1) One Million Dollars ($1,000,000.00) combined single limit, bodily injury and for real property damage in any one occurrence;

(2) Two Million Dollars ($2,000,000.00) aggregate.

(3) Workers Compensation and Employer's Liability - Statutory $100,000 / 500,000/ 100,000

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof, and to adjust insurance coverage and their limits when deemed necessary and prudent, based upon changes in statutory law, court decisions or the claims history of the industry or Campus Communications.

Section 11. Permits: The permission and authority herein granted shall not be exercised and no work to the System shall be done until any City permit that is required by the nature of the work to be performed by the Franchisee shall have been issued by the City official authorized to issue such permit(s). Such permit(s) shall be subject to revocation for violation of any part of this Agreement or violation of any of the ordinances or regulations of the City. The Franchisee shall pay such lawful fees as may, from time to time, be established by any ordinance of general application of the City for any and all permits as may be required, provided, however, that if the Franchisee fails or neglects to obtain any such required permits, the Franchisee shall pay to the City double such permit fees unless the City unreasonably refuses to issue such permit or permits.

Section 12. Performance Security.

(a) Within sixty (60) days of execution of this Agreement, the Franchisee shall provide to the City a performance Surety bond in a form acceptable to the City's Attorney, for the sum of Twenty Thousand Dollars ($20,000.00). The performance Surety bond shall guarantee the faithful performance of all terms of this Agreement. The Surety Bond shall be available to the City to satisfy all claims, liens and/or fees due the City from the Franchisee which arise by reason of work by the Franchisee, to satisfy any actual damages arising out of a breach of this Agreement, and to satisfy any assessments or payments due under this Agreement.

(b) If the letter of credit is drawn upon by the City in accordance with the procedures in this agreement, the Franchisee shall cause the letter of credit to be reissued in the full amount required no later than the later of thirty (30) days after the last withdrawal or the January 1st following each withdrawal by the City. Unless otherwise agreed to by the parties, failure to reissue the letter of credit shall be deemed a material breach of this Agreement, unless the Franchisee has initiated legal action, in which the Franchisee alleges and the court or agency finds that the City's withdrawal of money from the letter of credit was improper.

Section 13. Indemnification.

(a) The Franchisee shall hold and save the City, its officers, agents and employees (collectively referred to within this Section as "City"), harmless from any and all liability and expense, including but not limited to judgments, costs and damages, and attorney's fees arising out of the existence, installation, removal, relocation, alteration, repair, maintenance, restoration and any other aspect of the System herein referred to; and also hold the City harmless from any and all damages to the System or persons or entities on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, water main, conduit, pipe, pole and all aspects of any other utility or public facility.

(c) The Franchisee shall indemnify and hold the City harmless from any and all damages and claims arising out of damage to the System or persons or entities caused in whole or in part by the City, its officers, employees and agents or by any other person(s), whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner.

(d) Franchisee waives all claims, except for gross negligence or willful or wanton conduct by the City, its officers, employees and agents, against the City, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the System structures or persons or entities done, in whole or in part, by the City or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner. As part of this provision, the Franchisee shall, at its own expense, defend all suits and does agree to indemnify and save harmless the City from and against any and all claims and liabilities of whatever nature arising from the granting of authority herein to the Franchisee or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the installed System constructed under or by virtue of this Agreement, and shall save and keep harmless the City from any and all damages, judgments, costs and expenses of every kind, that may arise by reason therefore.

(e) Notice in writing shall be promptly given to the Franchisee of any claim or suit against the City which, by the terms hereof, the Franchisee shall be obligated to defend, or against which the Franchisee has hereby agreed to save and keep harmless the City. The City shall furnish to the Franchisee all information in its possession relating to said claim or suit, and cooperate with said Franchisee in the defense of any said claim or suit. The Franchisee agrees to provide notice in writing to the City Attorney of the City of any claim or suit against the Franchisee and/or its officers or employees which may directly affect the System or directly or indirectly affect this Agreement or the property referred to herein, whether or not the City has been made a defendant or respondent to the legal action. The City may, if it so desires, assist in defending any such claim or suit. The Franchisee further agrees that it will pay the costs incurred by the City for the necessary defense of any suit against the City resulting from this Agreement other than disputes between the City and Franchisee arising from this Agreement or where indemnification would not be required under the terms of this Agreement. The Franchisee will not rely upon governmental immunity afforded to the City. The indemnification and waiver provided in this Section shall be enforceable solely by the City and shall not operate as an indemnification or waiver as to any third party.

Section 14. E-Verify Compliance. Franchisee agrees to furnish to the City documentation showing compliance with the federal E-Verify program, including but not limited the Franchisee's E-Verify registration number.

Section 15. Renewal.

(a) The parties, beyond terms as noted in §2, shall have the option to renew this franchise on such terms and conditions as shall be mutually agreeable, provided that Franchisee shall have performed according to the terms of this Franchise Agreement. New terms and conditions may be required by the City for renewal if the technology and/or rights of ways laws change after the date of this Franchise Agreement that cause substantial effects on service types, availability, character of service, system technology or the regulatory environment. New terms, provisions, or conditions may also be required by the City upon renewal which are applicable generally to other franchisees for similar services or applicable generally to the industry to clarify the intent of this franchise, which may arise from any unforeseen circumstances or interpretations of this franchise, and/or which may be based on the history of performance of the Franchisee.

(b) Any request for authority for the continued maintenance and use of the public ways as herein described after this Agreement expires or is otherwise terminated in any manner must be specifically obtained from the Board of Aldermen.

(c) In the event the Franchisee continues to operate all or any part of the System after the terms of this Franchise Agreement expire or are terminated, and before any renewal of the franchise by the City, then the Franchisee shall continue to comply with all applicable provisions of this franchise, including, without limitation, all compensation and other payment provisions of this franchise, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of this franchise.

Section 16. Termination. This Agreement may be terminated by the City, if after at least sixty (60) days' written notice to the Franchisee, the Franchisee fails to remedy an alleged breach of the Agreement specified in such notice. If the alleged breach is incapable of being remedied within said sixty (60) days, this Agreement may be terminated unless the Franchisee has taken substantial steps to remedy the alleged breach within said sixty (60) days and notified the City of such steps.

Section 17. Agreement to Reopen Negotiations. The City and the Franchisee agree that the services provided pursuant to this franchise are in an area of law undergoing significant review by state and federal authorities and that there is a real possibility that some of the terms of this franchise may be preempted by state or federal law during the term of this franchise. In the event the terms of this Franchise Agreement must be renegotiated in order to comply with newly enacted federal or state law, such negotiation shall occur within a reasonable time after any request for renegotiation is issued by either the City or the Franchisee, or at any such time as it becomes apparent that a portion of this franchise has been preempted by state or federal law. If the parties are unable to renegotiate the terms of the agreement, then parties shall proceed to

Dispute Resolution as provided in Section 21 of this agreement prior to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures, unless otherwise required or directed by the FCC or PSC.

Section 18. Effective Date. This Agreement shall be in full force and effect upon execution by the parties hereto.

Section 19. Information for Maps and GIS. The City and the Franchisee agree to cooperate with each other in reasonably providing and making available, without cost to the other, such data and information with respect to the location of facilities of the Franchisee and the location of the public improvements of the City in the public ways as may be reasonably required by the other. The Franchisee shall contribute information concerning all of its facilities in the City to the City's GIS Department at no cost in the standard format required by that Department.

Section 20. Interpretation. The Parties have each read and fully understand the terms of this Agreement, and they have had the opportunity to have this Agreement reviewed by legal counsel.

Section 21. Dispute Resolution.

(a) If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures. Such mediation shall be governed by the Act, FCC regulations, Mississippi Code and PSC regulations, as appropriate.

(b) Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy in addition to the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(c) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) The provisions of this section may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

Section 22. Burden of Proof. In any disagreement upon the terms and conditions of this franchise, the Franchisee shall bear the burden of demonstrating its compliance with each term and condition of this franchise for all purposes.

Section 23. Mississippi Law Governs. In any controversy or dispute under this franchise, the laws and jurisdiction of the State of Mississippi (or as applicable, the Act and FCC regulations) shall apply to the extent such law has not been superseded or preempted.

Section 24. Forum Selection Clause. In any dispute arising under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the Circuit Court of Oktibbeha County, Mississippi and/or the United States District Courts in the Northern District of Mississippi, Aberdeen Division.

Section 25. Notice. Any notice required or permitted under this franchise shall be deemed given if sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City:	Mayor of City of Starkville, 110 W. Main St., Starkville, MS 39759
To the Franchisee:	Campus Communications Group, Inc. Legal/Contracts Department 601 N. Country Fair Dr.

Champaign, IL 61821

Section 26. Entire Agreement. This franchise, with its exhibits, comprises the entire agreement between the City and the Franchisee for purposes of this franchise.

Section 27. No Coercion. The Franchisee enters into this franchise willingly and without coercion, undue influence or duress. The Franchisee has reviewed each and every obligation, term and condition of this franchise and hereby certifies that none of the obligations, terms or conditions imposed upon it by this franchise is commercially impracticable.

Section 28. Severability. Should any part, term, or provision of this franchise be held invalid or unenforceable by any court of competent jurisdiction, such part, term, or provision shall be deemed a separate, distinct and independent provision and such holding shall not invalidate or render unenforceable any other provision of this franchise.

D. Lynn Spruill, Mayor
Starkville, MS

ATTEST

Lesa Hardin, City Clerk of
Starkville, MS

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 106305
LESA DAVIS HARDIN
Commission Expires
Aug. 8, 2021
WEBSTER COUNTY

APPROVED AS TO FORM:

Chris Latimer, Starkville City Attorney

CAMPUS COMMUNICATIONS GROUP, INC.

Mark A. Scifres, President
of Campus Communications Group, Inc.

APPROVED AS TO FORM:

Jason Danowsky, Attorney for
Campus Communications Group, Inc.

Alderman Jason Walker moved the adoption of the ordinance in its entirety, which motion was seconded by Alderman David Little. The motion to adopt was passed by roll call vote as follows:

Alderman Carver	voted: yea
Alderman Sistrunk	voted: yea
Alderman Little	voted: yea
Alderman Walker	voted: yea
Alderman Beatty	voted: yea
Alderman Perkins	voted: yea
Alderman Vaughn	voted: yea

The Mayor then declared the ordinance adopted this the 20th day of October, 2020.

Spruill MAYOR D. LYNN SPRUILL

ATTEST:

Lesa Harden, CITY CLERK

Blackjack Rd
6
Starkville, MS

N
W E
S

US Feet
0 260

WGS 1984 Web Mercator Auxiliary Sphere

Duct path to be HDD. Standard depth: 24"
All utility crossings are potholed to locate depth of utility.

CCG

- Vault,Concrete,14 Bore Pit
- Vault,Concrete,30 Bore Pit
- Proposed,Single 1.25" HDPE
- Proposed,Triple 1.25" HDPE

World Transportation

CCG

601 N. Country Fair Dr.
Champaign, IL 61821
217-531-9037
www.campuscommunicationsgroup.com

Date Printed: 10/15/2020

UTILITY EXCAVATION PERMIT APPLICATION

City of Starkville Building Department
City Hall, 110 West Main Street
Starkville, Mississippi 39759
Phone: (662) 323-2525
e-mail: buildingdept@cityofstarkville.org

Applicant's Name Nick Langley Cell Number 217-419-9999

Organization Name Campus Communications Group Phone Number 217-353-3023

Address 601 N Country Fair Dr. City, State ZIP Champaign, IL,61820

On-Site Contact Nick Langley Cell Number 217-419-9999

Exact Location of Excavation Directional Boring For Underground Fiber Optics. SEE ATTACHED MAPS.

Date and Times of Excavation (From) 10/31/20 (DATE) ____ (TIME) (To) 03/31/21 (DATE) ____ (TIME)

Reason for Excavation: ☑ New Construction ☐ Maintenance/Repair ☐ Other ____

Will excavation require Police or Fire presence? ☐ Yes ☑ No If yes, who? ____

Will excavation require City Utility presence? ☐ Yes ☑ No If yes, who? ____

NOTIFICATION AND SIGNATURE OF THE FOLLOWING REQUIRED PRIOR TO APPROVAL

Engineering/Street Dept on ____ Traffic Control Plan Reviewed by:

By ____ ____, City Engineer

Water/Sewer Department on ____ Electric Department on ____

By ____ By ____

I understand that in consideration for the issuance of the requested excavation permit, that I, the permittee, shall assume total responsibility for final cleanup and removal of all trash, debris, and other construction materials or residue generated as a result of this permit. I understand that I am responsible to install and maintain appropriate erosion control measures for the duration of the excavation. I understand that I am responsible for restoring the project site to a condition reasonably similar to that prior to the project initiation. I assume responsibility for any damage to public property and street right-of-ways caused during the course of the permitted project and as determined per City inspection. I agree to furnish a bond in favor of the City of Starkville equal to the amount of 1½ times the construction costs to cover any repairs to public facilities, which bond may be waived by the governing body upon determination of the financial condition of the applicant. I agree that I will maintain my project in a reasonable condition and that it will pose no additional risks for vehicles, pedestrians and City personnel. By way of granting a permit for excavation, the City of Starkville shall not assume any liability for any damages caused as a result of the applicant's permitted project and the applicant agrees to hold harmless the City of Starkville from all liability and will indemnify and defend the City therefrom. The applicant/owner agrees that if the City requires the utilities installed by the applicant/owner within City right-of-way to be moved due to transportation, utility or other City-related improvements, the applicant/owner shall relocate those utilities within 60 days in accordance with all applicable laws and at no cost to the City when appropriate.

All excavation permits expire **30 days** from the date of issuance or activation (City's activation notice must be received 48 hours prior to commencement of the project) and all work must be completed within this period or may receive a 30 day extension upon written request.

CALL MISSISSIPPI ONE-CALL 48 HOURS BEFORE YOU DIG: **1-800-227-6477** or **811**

Submitted By Nick Langley Date 10/15/20

☐ Traffic Control Plan Attached ☑ Utility Layout Attached ☐ Bond Included

Permit Approved By ____ Date ____

Revised October 7, 2020

39. MOTION TO ADJOURN UNTIL NOVEMBER 3, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until November 3, 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)