

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF STARKVILLE, MISSISSIPPI  
December 1, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on December 1, 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, Hamp Beatty, and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Aldermen Ben Carver, David Little, Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference.

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed each was present, she 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 Beatty asked to table X.C. Board Business, "Consideration of Recycling Program Options".

Alderman Walker asked that it be noted he was recusing himself from XI. Department Business, D. Engineering Department, Item 1, Huntington Park Signage.

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

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

Alderman Vaughn offered a motion, duly seconded by Alderman Beatty, to approve the December 1, 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  
REGULAR MEETING OF TUESDAY, DECEMBER 1, 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 NOVEMBER 3, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 13, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 17, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

**V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

**VIII. PUBLIC HEARING**

A. FIRST PUBLIC HEARING TO AMEND THE NO SMOKING ORDINANCE FOR THE CITY OF STARKVILLE TO REVISE THE SMOKING LOCATION TO INCLUDE CIGAR LOUNGES UNDER CERTAIN RESTRICTIONS.

B. FIRST PUBLIC HEARING TO ADOPT AND AMEND CODE CHAPTER 98 AND THE ORDINANCE FOR THE NEW STREET MAP AND ACCEPT NAME CHANGES AND NAME CORRECTIONS TO THE CITY OF STARKVILLE STREET MAP IN ACCORDANCE WITH MS CODE §65-7-143 (4).

**IX. MAYOR'S BUSINESS**

A. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

**X. BOARD BUSINESS**

A. CONSIDERATION AND ADOPTION OF THE 2021 CITY OF STARKVILLE HOLIDAY SCHEDULE AND THE 2021 SANITATION HOLIDAY TRASH PICKUP SCHEDULE.

B. CONSIDERATION OF A SECTION 3 PLAN RESOLUTION FOR THE BABYLON ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

C. CONSIDERATION OF A MAINTENANCE PLAN RESOLUTION FOR THE BABYLON ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

## **XI. DEPARTMENT BUSINESS**

### **A. AIRPORT**

*THERE ARE NO ITEMS FOR THIS AGENDA*

### **B. COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT**

*THERE ARE NO ITEMS FOR THIS AGENDA*

### **C. COURTS**

*THERE ARE NO ITEMS FOR THIS AGENDA*

### **D. ENGINEERING**

- 1. CONSIDERATION OF THE ENCROACHMENT AGREEMENT FOR THE MONUMENT SIGNAGE ASSOCIATED WITH THE PRESERVE AT HUNTINGTON PARK AND AUTHORIZATION FOR THE MAYOR TO SIGN ON THE CITY'S BEHALF.**

### **E. FINANCE AND ADMINISTRATION**

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 24, 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.**

### **F. FIRE DEPARTMENT**

*THERE ARE NO ITEMS FOR THIS AGENDA*

### **G. HUMAN RESOURCES**

- 1. REQUEST AUTHORIZATION TO HIRE DYLAN PEDAN AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.**

### **H. INFORMATION TECHNOLOGY**

*THERE ARE NO ITEMS FOR THIS AGENDA*

### **I. PARKS**

*THERE ARE NO ITEMS FOR THIS AGENDA*

### **J. POLICE DEPARTMENT**

#### **1. POLICE DIVISION**

- a. REQUEST APPROVAL TO PURCHASE, FROM CANNON MOTORS OF MS, FOURTEEN (14) DODGE CHARGERS PPV V8 AT STATE CONTRACT PRICING, UPFIT AND STRIPING THAT WOULD BE DONE BY CANNON IN GREENWOOD AND DELIVERED TO STARKVILLE COMPLETED AND READY TO PATROL FOR A TOTAL OF \$433,734.00 WITH CITY CLERK / CFO TO ADVERTISE FOR FINANCING.**

b. CONSIDERATION TO ALLOW CHIEF MARK BALLARD TO ATTEND THE MS ASSOCIATION OF CHIEFS OF POLICE 2021 WINTER EDUCATIONAL CONFERENCE IN JACKSON, MS JANUARY 12TH – JANUARY 15TH AT A COST NOT TO EXCEED \$ 750.00.

c. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.

2. CODE ENFORCEMENT DIVISION  
*THERE ARE NO ITEMS FOR THIS AGENDA*

K. SANITATION DEPARTMENT  
*THERE ARE NO ITEMS FOR THIS AGENDA*

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE 2003 CHEVROLET 1-TON DUMP TRUCK BODY AND CAB ONLY (VIN: 1GBJC34U73E330398) AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A SIMILAR VEHICLE REPLACEMENT FROM STATE CONTRACT NOT TO EXCEED \$29,500.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

- Personnel

**XV. OPEN SESSION**

**XVI. RECESS UNTIL DECEMBER 15, 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 – 14:**

**2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 3, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 3, 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 NOVEMBER 13, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 13, 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 THE MINUTES OF THE NOVEMBER 17, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 17, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

#### **5. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval extending the Proclamation of a Local Emergency due to the Covid-19 virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

#### **PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**

City of Starkville, Oktibbeha County, Mississippi

**WHEREAS**, The City of Starkville Mayor and Board of Aldermen did find that conditions of extreme peril to the safety of persons and property arose within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

**WHEREAS**, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

**WHEREAS**, the aforesaid conditions of extreme peril warrant and necessitate the continuation of the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency continues to exist throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

**DATE:** December 1, 2020

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Mayor, D. Lynn Spruill

ATTEST:

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City Clerk, Lesa Hardin

#### **6. CONSIDERATION AND ADOPTION OF THE 2021 CITY OF STARKVILLE HOLIDAY SCHEDULE AND THE 2021 SANITATION HOLIDAY TRASH PICKUP SCHEDULE.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the 2021 Holiday Schedule for the City of Starkville contingent on the Governor of the State of Mississippi designating Friday, November 26 and Friday, December 24 as paid holidays by Proclamation, and the 2021 Sanitation Holiday Trash Pickup Schedule” is enumerated, this consent item is thereby approved.

|                        | <b>2021 Holiday Schedule</b>  |                                                         |
|------------------------|-------------------------------|---------------------------------------------------------|
| New Year's Day         | 1st of January                | Friday, January 1, 2021                                 |
| Martin Luther King Jr. | 3rd Monday in January         | Monday, January 18, 2021                                |
| President's Day        | 3rd Monday in February        | Monday, February 15, 2021                               |
| Good Friday            | Friday before Easter          | Friday, April 2, 2021                                   |
| Memorial Day           | Last Monday in May            | Monday, May 31, 2021                                    |
| Independence Day       | 4th of July                   | Monday, July 5, 2021                                    |
| Labor Day              | 1st Monday in September       | Monday, September 6, 2021                               |
| Veterans Day           | 2nd Wednesday in November     | Thursday, November 11, 2021                             |
| Thanksgiving Holidays  | Thanksgiving Day& Day After   | Thursday, November 25, 2021 & Friday, November 26, 2021 |
| Christmas Holidays     | Christmas Eve & Christmas Day | Friday, Dec 24 & Monday, Dec 27, 2021                   |

2021 Sanitation Schedule is on the following page.

## **7. CONSIDERATION OF A SECTION 3 PLAN RESOLUTION FOR THE BABYLON ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a Section 3 Plan Resolution for the Babylon Road Sewer Community Development Block Grant (CDBG) project” is enumerated, this consent item is thereby approved.

Resolution follows the Sanitation Schedule.

## **8. CONSIDERATION OF A MAINTENANCE PLAN RESOLUTION FOR THE BABYLON ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a Maintenance Plan Resolution for the Babylon Road Sewer Community Development Block grant (CDBG) project” is enumerated, this consent item is thereby approved.

Resolution follows the Section 3 Plan Resolution.

## ENVIRONMENTAL SERVICES DEPARTMENT

### 2021 HOLIDAY COLLECTION SCHEDULE

| OBSERVED HOLIDAY       | DATE                                         | GARBAGE COLLECTION AFTER HOLIDAY                                                           |
|------------------------|----------------------------------------------|--------------------------------------------------------------------------------------------|
| New Year's Day         | Friday, January 1, 2021                      | RESUME REGULAR SCHEDULE ON MONDAY, JANUARY 4, 2021                                         |
| Martin Luther King Jr. | Monday, January 18, 2021                     | TUESDAY FOLLOWING HOLIDAY:<br>CITYWIDE COLLECTION<br>ALL GARBAGE WILL BE COLLECTED TUESDAY |
| Good Friday            | Friday, April 2, 2021                        | MONDAY FOLLOWING HOLIDAY:<br>RESUME REGULAR SCHEDULE<br>Monday's Garbage Collection ONLY   |
| Memorial Day           | Monday, May 31, 2021                         | TUESDAY FOLLOWING HOLIDAY:<br>CITYWIDE COLLECTION<br>ALL GARBAGE WILL BE COLLECTED TUESDAY |
| Independence Day       | Monday, July 5, 2021                         | TUESDAY FOLLOWING HOLIDAY:<br>RESUME REGULAR SCHEDULE<br>TUESDAY'S Garbage Collection ONLY |
| Labor Day              | Monday, September 6, 2021                    | TUESDAY FOLLOWING HOLIDAY:<br>CITYWIDE COLLECTION<br>ALL GARBAGE WILL BE COLLECTED TUESDAY |
| Veteran's Day          | Thursday, November 11, 2021                  | FRIDAY FOLLOWING HOLIDAY:<br>CITYWIDE COLLECTION<br>ALL GARBAGE WILL BE COLLECTED FRIDAY   |
| Thanksgiving's Day     | Thursday & Friday<br>November 25 & 26, 2021  | MONDAY FOLLOWING HOLIDAY:<br>RESUME REGULAR SCHEDULE<br>Monday's Garbage Collection ONLY   |
| Christmas' Day         | Friday<br>December 24<br>Monday, December 27 | TUESDAY FOLLOWING HOLIDAY:<br>CITYWIDE COLLECTION<br>ALL GARBAGE WILL BE COLLECTED TUESDAY |

REGULAR COLLECTION SCHEDULES: [Schedule 1](#) - garbage collected on Monday & Thursday, [Schedule 2](#)- garbage collected on Tuesday & Friday,. [Schedule 1 and 2](#). CITYWIDE COLLECTION- ALL garbage will be collected for [Schedule 1 and 2](#).

**A RESOLUTION  
OF THE CITY OF STARKVILLE BOARD OF ALDERMEN  
COMMITTING RESOURCES TO MAINTAIN CDBG IMPROVEMENTS  
TO THE BABYLON ROAD AREA SEWER IMPROVEMENTS IN THE  
CITY OF STARKVILLE**

**WHEREAS**, the Mississippi Community Development Block Grant Program (CDBG) has made funding available for improvements to the Babylon Road Area Sewer Improvements project in the City of Starkville; and

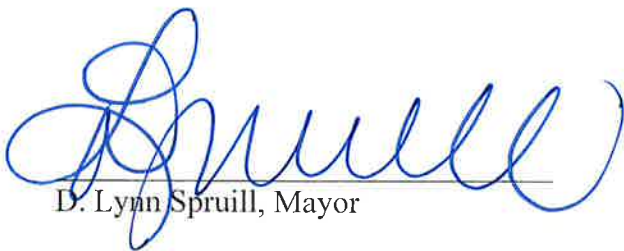
**WHEREAS**, the City of Starkville, Mississippi has specific obligations to maintain the sewer system within the municipality; and

**WHEREAS**, the City of Starkville, Mississippi, utilizing the City's Public Utilities Maintenance Staff, intends to maintain the aforementioned sewer system on a perpetual basis as a part of the City of Starkville Infrastructure Plan; and;

**WHEREAS**, the City of Starkville, Mississippi has the financial ability to maintain the sewer improvements upon completion of this Community Development Block Grant project;

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Starkville, Mississippi, Board of Aldermen that the City does hereby commit budgeted funds from the City of Starkville Utilities Sewer Fund of approximately one thousand dollars (\$1,000) per year (excluding inflation and depreciation) to be used as needed, realizing that failure to maintain the funded improvements will affect future funding from the Mississippi Community Development Block Grant Program;

**ADOPTED, THIS THE 1ST DAY OF December 2020**, by the Board of Aldermen of the City of Starkville in a regular meeting.

  
D. Lynn Spruill, Mayor

  
Lesa Hardin, City Clerk



“Attachment A”

GRANTEE SECTION 3 ACTION PLAN

The City of Starkville Board agrees to develop local procedures designed to implement the following steps to increase opportunities for training and employment for lower income residents of the Section 3 covered area of the City of Starkville, and increase the utilization of business concerns within the Section 3 covered area of the City of Starkville or owned by Section 3 area residents.

A. To identify projected employment, training and contracting opportunities as the recipient of federal funds and to facilitate the training and employment of Section 3 residents and contracting with Section 3 businesses.

B. To recruit Section 3 residents for available opportunities through: local advertising media; posted signs; community organizations and public and private institutions operating within or serving the project area.

C. To identify eligible business concerns for federal funded contracts through: the Chamber of Commerce, business associations, and local advertising media including newspapers; public signage; citizen advisory boards; and all other appropriate referral sources.

D. To maintain a list of eligible business concerns for utilization in federally funded procurements, to notify appropriate project area business concerns of pending contractual opportunities, and to make available this list for procurement needs.

E. To require all bidders on contracts to submit a written Section 3 Hiring and Business Utilization Plan and require the contractor to submit reports to document actual accomplishments.

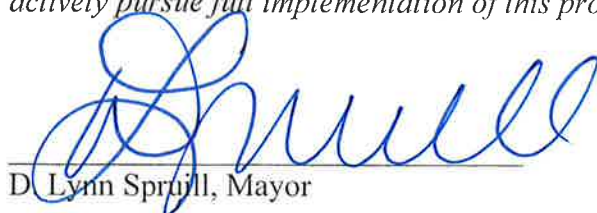
F. To include Section 3 information in procurement solicitations, incorporate Section 3 clauses in contractual documents, and review Section 3 information at the preconstruction conference and then monitor contractor compliance.

G. To maintain records, including copies of correspondence, memoranda, reports, contracts, etc., which document that the above action steps have been taken and any barriers encountered. To submit reports on accomplishments as required.

H. To designate a local government official to coordinate implementation of this Section 3 Plan.

I. To the extent feasible, additional affirmative steps will be taken to encourage and utilize Section 3 residents and businesses and to reach employment, training and contracting goals.

*As the chief local official, I have read and fully agree to this Section 3 Action Plan and agree to actively pursue full implementation of this program.*



D. Lynn Spruill, Mayor

December 1, 2020

Date

**SECTION 3 PLAN RESOLUTION  
CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, the City of Starkville has submitted a Community Development Block Grant (CDBG) application for possible 2020 funding from the Mississippi Development Authority, by virtue of this submission, if awarded, the City of Starkville is required by the Mississippi Development Authority and Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by the U.S. Department of Housing and Urban Development projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

WHEREAS, if awarded, it is the intention of City of Starkville to implement its Community Development Block Grant projects in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED that the City of Starkville Board of Aldermen adopts the Community Development Block Grant Section 3 Plan, which is attached here to as "Attachment A" and made a part hereof.

ADOPTED this the 1st day of December 2020.

City of Starkville, Mississippi

ATTEST:

  
\_\_\_\_\_  
Lesa Hardin, City Clerk

BY:   
\_\_\_\_\_  
D. Lynn Spruill, Mayor

(SEAL)



**9. CONSIDERATION OF THE ENCROACHMENT AGREEMENT FOR THE MONUMENT SIGNAGE ASSOCIATED WITH THE PRESERVE AT HUNTINGTON PARK AND AUTHORIZATION FOR THE MAYOR TO SIGN ON THE CITY'S BEHALF.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, to approve the Encroachment Agreement for the monument signage associated with the Preserve at Huntington Park and authorization for the Mayor to sign on the City's behalf, the Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: Yea    |
| Alderman Sandra Sistrunk   | Voted: Yea    |
| Alderman David Little      | Voted: Yea    |
| Alderman Jason Walker      | Voted: Recuse |
| 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 agreement follows this page.

**10. CONSIDERATION TO HIRE DYLAN PEDAN AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Dylan Pedan as a Certified Police Officer in the Starkville Police Department" is enumerated, this consent item is thereby approved.

**11. CONSIDERATION OF APPROVAL TO PURCHASE, FROM CANNON MOTORS OF MS, FOURTEEN (14) DODGE CHARGERS PPV V8 AT STATE CONTRACT PRICING, UPFIT AND STRIPING THAT WOULD BE DONE BY CANNON IN GREENWOOD AND DELIVERED TO STARKVILLE COMPLETED AND READY TO PATROL FOR A TOTAL OF \$433,734.00 WITH CITY CLERK / CFO TO ADVERTISE FOR FINANCING.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the "approval to purchase, from Cannon Motors of MS, fourteen (14) Dodge Chargers PPV V8 (matches State Contract), up fit and striping that would be done by Cannon in Greenwood and delivered to Starkville completed and ready to patrol for a total of \$433,734.00 with City Clerk / CFO to advertise for financing" is enumerated, this consent item is thereby approved.

**12. CONSIDERATION TO ALLOW CHIEF MARK BALLARD TO ATTEND THE MS ASSOCIATION OF CHIEFS OF POLICE 2021 WINTER EDUCATIONAL CONFERENCE IN JACKSON, MS JANUARY 12TH – JANUARY 15TH AT A COST NOT TO EXCEED \$ 750.00.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the "approval to allow Chief Mark Ballard to attend the MS Association of Chiefs of Police 2021 Winter Educational Conference in Jackson, MS January 12th – January 15th at a total cost not to exceed \$750.00" is enumerated, this consent item is thereby approved.

**STREET RIGHT OF WAY ENCROACHMENT**  
**AGREEMENT**

THIS AGREEMENT, made and entered into by and between JACKSON CONST., INC. (hereinafter "**PROPERTY OWNER**"), and **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation existing pursuant to the laws of the State of Mississippi (hereinafter "**CITY**").

**WITNESSETH:**

WHEREAS, THE **PROPERTY OWNER** desires to construct and install a MONUMENT on property located in the City of Starkville, County of Oktibbeha, State of Mississippi, more specifically described as being located on HUNTINGTON DRIVE - WEST

WHEREAS, **PROPERTY OWNER** and **CITY**, are aware that the new installation is constructed on the right of way in an area approximately 25 SQ FT; as reflected on the attached Exhibit "A" and made part of this agreement; and

WHEREAS, **PROPERTY OWNER** and the **CITY**, both having been made aware of the proposed right of way encroachment, desire to provide for the permissive use thereof.

NOW, THEREFORE, in consideration of the **CITY** allowing **PROPERTY OWNER** to construct and maintain said structure in the above-described right of way, the **PROPERTY OWNER** and **CITY** do mutually agree and covenant as follows:

The **PROPERTY OWNER** agrees to bear the expense of any relocation or adjustment as deemed necessary by the **CITY** to sewers, public improvements and utilities made necessary by the encroachment of said structure in the existing right of way.

The **CITY** will not be responsible for any damage to said structure in the existing right of way.

The **PROPERTY OWNER** agrees to indemnify, defend, and hold harmless the **CITY** and its employees, agents, and representatives from any loss, damage, inconvenience, injury, loss of business, claim, judgment, or any other expense, including attorney fees, brought against the **CITY** or its employees, agents, or representatives relating to said structure.

The **PROPERTY OWNER** agrees to assume full and complete responsibility for any and all damage to the **City's** right of way, easement, public improvements, drainage facilities,

sanitary sewers or public utilities relating to said structure.

**PROPERTY OWNER** agrees to pay for the recordation of this agreement and any plats or plans that may be attached.

**PROPERTY OWNER** shall be solely responsible for any and all damages and/or injuries caused by, relating to, or resulting from said structure.

**PROPERTY OWNER** agrees to furnish, on demand of the City Attorney, satisfactory evidence that it has the lawful right to enter into this agreement for the purposes herein contained, and said agreement is subject to the approval of said City Attorney.

**PROPERTY OWNER** hereby agrees that this agreement shall run with the land and shall be binding on the successors and assigns of **PROPERTY OWNER**.

Execution of this instrument shall in no way be interpreted by the **PROPERTY OWNER** as relinquishment by the **CITY** of said right of way, and the **CITY** specifically retains all of its lawful rights and powers associated therewith.

This Agreement shall be null and void if any future improvements or alterations are made to the portion of the structure located inside of the **CITY**'s right of way without written permission by the **CITY** through the City Planner's office.

This Agreement is subject to the approval of the City Administration, said approval to be indicated by their respective signatures below.

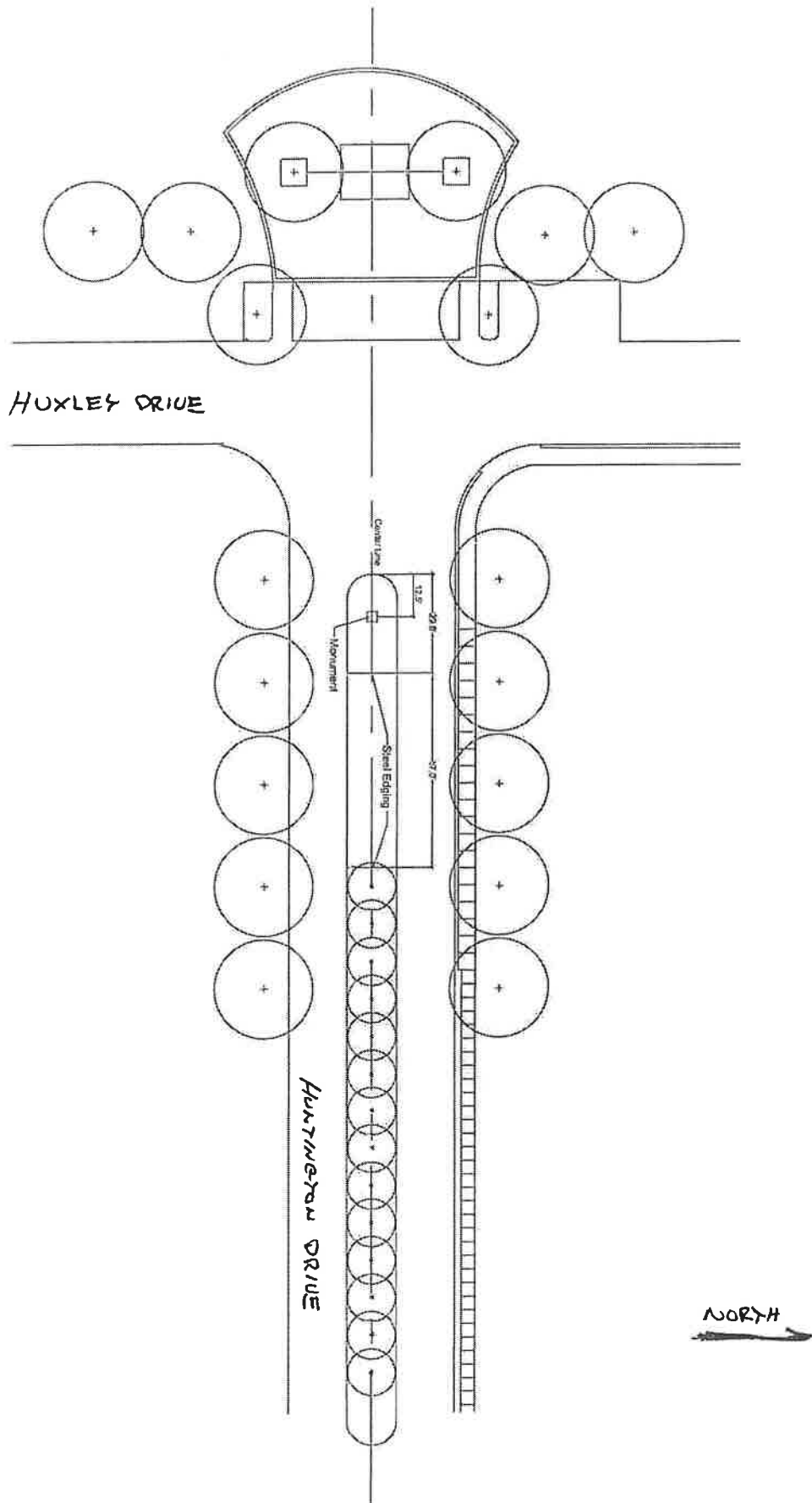
**IN WITNESS WHEREOF**, the parties have executed this agreement this 18<sup>th</sup> day of 11, 2020.

**CITY OF  
STARKVILLE**

By:   
12/1/20 Mayor D. Lynn Spruill

JACKSON CONST. INC.

By:   
**PROPERTY  
OWNER**



"THE PRESERVE" @ HUNTINGTON PARK, PH 1, PT 1

**13. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a rental agreement to replace the existing canon copier with a Canon Image Runner Advance DX 257IF copier” is enumerated, this consent item is thereby approved.

Rental agreement follows this page.

**14. CONSIDERATION OF AUTHORIZATION TO DECLARE THE 2003 CHEVROLET 1-TON DUMP TRUCK BODY AND CAB ONLY (VIN: 1GBJC34U73E330398) AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A SIMILAR VEHICLE REPLACEMENT FROM STATE CONTRACT NOT TO EXCEED \$29,500.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the December 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to declare the 2003 Chevrolet 1-Ton Dump Truck body and cab only (vin: 1GBJC34U73E330398) as surplus and to auction on GovDeals, and authorization to purchase a similar vehicle replacement from state contract not to exceed \$29,500” is enumerated, this consent item is thereby approved.

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR’S COMMENTS:**

Mayor Spruill noted the Governor had placed Oktibbeha County under a mask mandate earlier in the day until December 11. She then encouraged everyone to watch the compilation of past Starkville Christmas parades being shown on the local television channel. Mayor Spruill thanked Vice-Mayor Perkins for conducting the welcome at the Mill Christmas Market December 2, 2020 in her place.

**BOARD OF ALDERMEN COMMENTS:** None

**CITIZEN COMMENTS:**

Alvin Turner, Ward 7, asked that everyone join him daily in praying for police officers.  
Catherine Clark, expressed her support for a local recycling program efforts.

**PUBLIC APPEARANCE:** None

**PUBLIC HEARINGS:**

**FIRST PUBLIC HEARING TO AMEND THE NO SMOKING ORDINANCE FOR THE CITY OF STARKVILLE TO INCLUDE CIGAR LOUNGES UNDER CERTAIN RESTRICTIONS.**

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

John Higgins, MSU Graduate and owner of Spring Street Cigars, discussed his plans and presented renderings for a proposed Starkville location and encouraged the Board to revise the current No Smoking Ordinance to include cigar lounges under certain restrictions.

Alvin Turner encouraged people to strive to be smoke free.

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

RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES  
AND VENDORS  
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City Of Starkville (hereinafter referred to as Customer), and Canon USA, Inc. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

#### 10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

**12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

**13. ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

**14. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

**15. NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For the Vendor:**

Name  
Title  
Address  
City, State, & Zip Code

**For the Customer:**

Name *City of Starkville*  
Title *Mayor*  
Address *110 West Main Street*  
City, State, & Zip Code *Starkville, MS 39759*

**16. WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

**17. CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

**18. SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**19. THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

**20. AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Vendor: Canon Solutions America

By: \_\_\_\_\_

Authorized Signature

Printed Name:

Title:

Witness my signature this the 1<sup>st</sup> day of December, 2020.

Customer: City of Starkville <

By:  \_\_\_\_\_  
Authorized Signature

Printed Name: D. Lynn Spruill

Title: Mayor

EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI Agencies AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: City Of Starkville- Police Dept.

Bill To Address: 101 East Lampkin St

Police Dept.

Starkville, MS 39759

Ship To Address: 101 East Lampkin St.

Police Dept.

Starkville, MS 39759

Description of Equipment, Software, or Services

Price:

IRA DX C257if Base Model, Power Filter

\$50.45

Remit Address: Canon Financial Services  
14904 Collections Center Drive  
Chicago, IL 60693

Delivery Schedule and Installation Date:

Rental Term: (Number of Months): 60

Start Date: 1/1/21

End Date: 12/31/25

Modifications: Maintenance includes all toner, parts, labor and supplies. Everything but paper. IRA DX C257if – paying \$.01010 per b/w copy and \$.0835 per color copy.

\_\_\_\_\_  
Vendor Signature

  
\_\_\_\_\_  
Customer Signature



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.

Starkville, MS 39759

Phone: 662.418.8272

[www.csa.canon.com](http://www.csa.canon.com)

City Of Starkville  
Police Department  
November 23, 2020

Thank you for allowing Canon Solutions America to submit this proposal for your new multifunctional digital copier needs. The Canon imageRunner Advance DX 527if is a multifunctional digital copier just introduced with the latest in digital technology. The imageRunner Advance DX 527if is 55 ppm b/w copier, scanner, fax and printer. The following are the specifications

| ITEM                                           | Item #     | 60<br>Month<br>Rental |
|------------------------------------------------|------------|-----------------------|
| Canon imageRunner Advance DX C257iF Base Model | 3882C002BA | \$46.62               |
| Power Filter                                   | 6101AU76AA | \$3.83                |
|                                                |            |                       |
| <b>Total State Contract</b>                    |            | <b>\$50.45</b>        |

**This unit is proposed with Copy/Print/Fax/Colorscan technology**

Maintenance Contract: Includes all parts, labor, toner, and supplies for a cost of **DX C257iF = \$.01010** per b/w copy and **\$.0835** per color.

This contract includes everything except paper and staples. 4 hour response time Guaranteed. NO Charge for scanning. This can be billed monthly or quarterly.

**FIRST PUBLIC HEARING TO ADOPT AND AMEND CODE CHAPTER 98 AND THE ORDINANCE FOR THE NEW STREET MAP AND ACCEPT NAME CHANGES AND NAME CORRECTIONS TO THE CITY OF STARKVILLE STREET MAP IN ACCORDANCE WITH MS CODE §65-7-143 (4).**

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

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

**15. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET**

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of November 24, 2020 for fiscal years 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   | \$ 320,525.09   |
| Restricted Fire Fund        | 003   | 3,000.00        |
| Airport Fund                | 015   | 13,817.22       |
| Sanitation                  | 022   | 83,590.46       |
| Computer Assessments        | 107   | 175.00          |
| Public Improvement Bond     | 319   | 6,114.94        |
| Park Improvement Bonds      | 380   | 15,285.00       |
| BUILD Grant                 | 377   | 32,987.43       |
| Trust & Agency              | 610   | 14,374.25       |
| Economic Dev, Tourism, Conv | 630   | 94,197.80       |
| Sub Total Before Utilities  |       | \$ 584,067.19   |
| Utilities Dept.             | SED   | 1,181,685.75    |
| Total Claims                | Total | \$ 1,765,752.94 |

**16. MOTION TO SUSPEND AN EMPLOYEE OF THE STARKVILLE POLICE DEPARTMENT THREE DAYS WITHOUT PAY, AND PLACING HIM ON 6 MONTHS' PROBATION.**

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, for the Board of Aldermen to accept the disciplinary recommendation of the Starkville Police Chief to suspend Arin Hanohano for 3 days without pay and place him on 6 months' probation, 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.

**17. MOTION TO RECESS UNTIL DECEMBER 15, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until December 15, 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)