MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
January 19, 2021

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 19, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Hamp Beatty, and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Aldermen 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: None

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

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

Alderman Carver offered a motion, duly seconded by Alderman Beatty, to approve the January 19, 2021 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, JANUARY 19, 2021
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE DECEMBER 15, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 5, 2021 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

ANNUAL REPORT AND PUBLIC HEARING FOR THE SMART GRANT APPLICATION PRESENTED BY JEREMIAH DUMAS HEAD OF PARKING AND TRANSIT FOR MISSISSIPPI STATE UNIVERSITY.

PUBLIC HEARING AND CONSIDERATION OF RZ 21-01 A REQUEST TO REZONE 4 LOTS WITHIN THE CORNERSTONE INDUSTRIAL PARK PHASE I SUBDIVISION FROM A S-I TO C WITH PARCEL NUMBERS 104 -17-001.08, 104 -17-001.07, 104 -17-001.06, AND 104 -17-001.09.

FIRST PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 10; §10-36 AND §10-40 TO ALLOW FOR BREW PUB EXCEPTIONS TO FOOD SALES REQUIREMENTS AND TO DEFINE BREW PUBS.

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION TO APPOINT KAROL SMITH PEYTON TO FILL ONE OF TWO VACANCIES WITH THE OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE FOR A THREE YEAR PERIOD, JANUARY 20, 2021- JANUARY 20, 2024.
B. CONSIDERATION TO REAPPOINT MR. RUSSELL ROGERS TO THE MUNICIPAL AIRPORT BOARD FOR A THREE YEAR PERIOD, JANUARY 20, 2021- JANUARY 20, 2024.

C. CONSIDERATION TO APPOINT MARY LOVE TAGERT TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY FOR A FOUR YEAR PERIOD BEGINNING JANUARY 1, 2021 AND EXPIRING DECEMBER 31, 2024.

XI. DEPARTMENT BUSINESS

A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF LW 21-01 A REQUEST FOR A LANDSCAPE WAIVER FROM BUFFER LOCATION AND TREE TYPE REQUIREMENT FOR A TOWNHOME DEVELOPMENT ON LYNN LANE IN A TN-N ZONE WITH PARCEL NUMBER 102I-00-002.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 12, 2021 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. REQUEST ACCEPTANCE OF DECEMBER 2020 FINANCIAL STATEMENTS.

3. REQUEST AUTHORIZATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE MASTER'S LEVEL COURSES IN ACCOUNTING AS BUDGET ALLOCATIONS ALLOW.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO WILLS OWENS TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT CORNERSTONE.

2. REQUEST AUTHORIZATION TO PURCHASE 5 (FIVE) PORTABLE RADIOS PROGRAMMED FOR USE WITH MSWIN AND MSU RADIO SYSTEMS, 5 (FIVE) MICROPHONES, 10 (TEN) BATTERIES, AND 5 (FIVE) EXTENDED WARRANTIES OFF STATE CONTRACT FROM TELETEC COMMUNICATIONS OF COLUMBUS IN THE AMOUNT OF $ 9,225.00.

3. REQUEST AUTHORIZATION TO PURCHASE 2 (TWO) DELL ON BOARD LAPTOPS OFF STATE CONTRACT IN THE AMOUNT OF $2,649.00 EACH.

4. REQUEST AUTHORIZATION TO PURCHASE 6 (SIX) COMPLETE SETS OF FIREFIGHTER TURNOUT GEAR OFF STATE CONTRACT FROM NAFECO FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF $16,698.00.

5. REQUEST AUTHORIZATION TO PURCHASE VARIOUS SPECIALTY COUPLINGS, HOSES, ON BOARD SECURE STORAGE, ETC IN THE AMOUNT OF $ 53,438.10 AS SOLE SOURCE ITEMS MADE ONLY BY TACTICAL FIRE EQUIPMENT, LLC.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TYLER BRAGG AS A WATER DISTRIBUTION EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE RAANA ESMAEILI AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE VIRGINIA COLEMAN AND ASIA HUGONNETT AS PART-TIME CUSTOMER SERVICE REPRESENTATIVES IN THE STARKVILLE UTILITIES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE CAMERON LOCKRIDGE AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE QUINTMAN BAIN AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. RECOMMENDATION TO DESIGNATE DALHOFF THOMAS DESIGN STUDIO TO PERFORM THE DESIGN SERVICES (SITE PLANS, CONSTRUCTION DOCUMENTS AND ADMINISTRATIVE DOCUMENTS) REQUIRED FOR THE STARKVILLE SPORTSPLEX AND MCKEE PARK NOT TO EXCEED $220,000.00.

2. RECOMMENDATION TO APPROVE THE CONTRACT FOR USAGE OF THE CONCESSION STAND AREA AND STORAGE ROOM LOCATED AT THE TRAVIS OUTLAW CENTER FOR THE SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC FOR A PERIOD OF 1 YEAR.

J. POLICE DEPARTMENT

1. POLICE DIVISION

   a. REQUEST APPROVAL TO ALLOW OFFICER MATTHEW LASKER, TO ATTEND FIELD TRAINING OFFICER CERTIFICATION, FEBRUARY 8-12, 2021, LOCATED IN VICKSBURG, MS; AT A COST NOT TO EXCEED $1,000.00.

   b. REQUEST APPROVAL TO PURCHASE RENEWAL FROM POWERDMS THE CONTINUING ANNUAL SOFTWARE FOR POLICY PROCEDURE AND TRAINING MANAGEMENT WITH AN ANNUAL FEE OF $5,246.08.

   c. CONSIDERATION TO SELECT UTILITY, INC. AS THE BEST BID TO PROVIDE MOBILE VEHICLE AND BODY WORN RECORDING SYSTEMS IN THE AMOUNT OF $621,600.00 WITH THE CITY CLERK TO ADVERTISE FOR FINANCING OPTIONS.

2. CODE ENFORCEMENT DIVISION

   a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307

APPLE STREET WITH PARCEL NUMBER 118P-00-116.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 722 VINE STREET WITH PARCEL NUMBER 102H-00-170.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE A T64 T4 BOBCAT COMPACT TRACK LOADER FOR THE WASTEWATER TREATMENT PLANT FROM STATE CONTRACT 8200036886 IN THE AMOUNT NOT TO EXCEED $46,000.00.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR PROPOSALS FOR A 6 X 4 TANDEM AXLE TRUCK WITH EIGHTY (80) FOOT HYDRAULIC DERRICK (EQUIPMENT ONLY) AS A REPLACEMENT FOR THE EXISTING DIGGER/DERRICK TRUCK #46 THAT WILL BE LISTED AS SURPLUS AND AUCTION ON GOVDEALS.COM FOR THE ELECTRIC DIVISION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL FEBRUARY 2, 2021 @ 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 at (662) 323-2525, ext. 3129, at least forty -eight (48) hours in advance for any services requested.

Consent items 2 – 27:

2. CONSIDERATION OF THE MINUTES OF THE DECEMBER 15, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the December 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 JANUARY 5, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the

January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 5, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO APPOINT KAROL SMITH PEYTON TO FILL ONE OF TWO VACANCIES WITH THE OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE FOR A THREE YEAR PERIOD, JANUARY 20, 2021- JANUARY 20, 2024.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to fill one of the two vacancies with the Oktibbeha County Heritage Museum for a three-year period, January 20, 2021- January 20, 2024" is enumerated, this consent item is thereby approved.

5. CONSIDERATION TO REAPPOINT MR. RUSSELL ROGERS TO THE MUNICIPAL AIRPORT BOARD FOR A THREE YEAR PERIOD, JANUARY 20, 2021- JANUARY 20, 2024.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to reappoint Mr. Russell Rogers to the Municipal Airport Board for a three-year period, January 20, 2021- January 20, 2024" is enumerated, this consent item is thereby approved.

6. CONSIDERATION TO APPOINT MARY LOVE TAGERT TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY FOR A FOUR YEAR PERIOD BEGINNING JANUARY 1, 2021 AND EXPIRING DECEMBER 31, 2024.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to appoint Mary Love Tagert to the Golden Triangle Regional Solid Waste Management Authority Board for a four-year period beginning January 1, 2021 and expiring on December 31, 2024" is enumerated, this consent item is thereby approved.

7. REQUEST ACCEPTANCE OF DECEMBER 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "acceptance of the December 2021 financial statements" is enumerated, this consent item is thereby approved.

8. CONSIDERATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE MASTER'S LEVEL COURSES IN ACCOUNTING AS BUDGET ALLOCATIONS ALLOW.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval for Jameika Smith to participate in the Educational Assistance Program to take master's level courses in Accounting as budget allocations allow" is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO ISSUE A COMMERCIAL BURN PERMIT TO WILLS OWENS TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT CORNERSTONE.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to issue a commercial burn permit to Wills Owens to burn cleared debris associated with a construction project located at Cornerstone" is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO PURCHASE 5 (FIVE) PORTABLE RADIOS PROGRAMMED FOR USE WITH MSWIN AND MSU RADIO SYSTEMS, 5 (FIVE) MICROPHONES, 10 (TEN) BATTERIES, AND 5 (FIVE) EXTENDED WARRANTIES OFF STATE CONTRACT FROM TELETEC COMMUNICATIONS OF COLUMBUS IN THE AMOUNT OF $ 9,225.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to purchase 5 (five) portable radios programmed for use with MSWIN and MSU radio systems, 5 (five) microphones, 10 (ten) batteries, and 5 (five) extended warranties off state contract from Teletec Communications of Columbus for the Starkville Fire Department in the amount of $ 9,225.00" is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO PURCHASE 2 (TWO) DELL ON BOARD LAPTOPS OFF STATE CONTRACT IN THE AMOUNT OF $2,649.00 EACH.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to purchase 2 (two) Dell on board laptops off state contract in the amount of $2,649.00 each" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO PURCHASE 6 (SIX) COMPLETE SETS OF FIREFIGHTER TURNOUT GEAR OFF STATE CONTRACT FROM NAFECO FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF $16,698.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to purchase 6 (six) complete sets of firefighter turnout gear off state contract from NAFECO for the Starkville Fire Department in the amount of $16,698.00" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO PURCHASE VARIOUS SPECIALTY COUPLINGS, HOSES, ON BOARD SECURE STORAGE, ETC IN THE AMOUNT OF $ 53,438.10 AS SOLE SOURCE ITEMS MADE ONLY BY TACTICAL FIRE EQUIPMENT, LLC.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to purchase various specialty couplings, hoses, on board secure storage, etc. in the amount of $ 53,438.10 as sole source items made only by Tactical Fire Equipment, LLC" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE TYLER BRAGG AS A WATER DISTRIBUTION EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Tyler Bragg as a Water Distribution Equipment Operator in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL TO HIRE RAANA ESMAEILI AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Raana Esmaeili as a Radio Operator (Dispatcher) in the Starkville Police Department" is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO HIRE VIRGINIA COLEMAN AND ASIA HUGONNETT AS PART-TIME CUSTOMER SERVICE REPRESENTATIVES IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Virginia Coleman and Asia Hugonnett as part-time Customer Service Representatives in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE CAMERON LOCKRIDGE AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Cameron Lockridge as an Entry Level Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO HIRE QUINTMAN BAIN AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Quintman Bain as a Maintenance Worker in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO DESIGNATE DALHOFF THOMAS DESIGN STUDIO TO PERFORM THE DESIGN SERVICES (SITE PLANS, CONSTRUCTION DOCUMENTS AND ADMINISTRATIVE DOCUMENTS) REQUIRED FOR THE STARKVILLE SPORTSPLEX AND MCKEE PARK NOT TO EXCEED $220,000.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to designate the office of Dalhoff Thomas design studio to perform the design services (site plans, construction documents and administrative documents) required for the Starkville Sportsplex and McKee Park not to exceed $220,000.00” is enumerated, this consent item is thereby approved.

Agreement follows this page

20. REQUEST AUTHORIZATION TO APPROVE THE CONTRACT FOR USAGE OF THE CONCESSION STAND AREA AND STORAGE ROOM LOCATED AT THE TRAVIS OUTLAW CENTER FOR THE SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC FOR A PERIOD OF 1 YEAR.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to approve the Contract for usage of the Concession Stand area and storage room located at the Travis Outlaw Center for the Southern Foundation for Homeless Children, INC for a period of 1 year” is enumerated, this consent item is thereby approved.

Agreement follows the Dalhoff Thomas agreement

DALHOFF THOMAS
DESIGN STUDIO

6465 North Quail Hollow Rd | Suite 401
Memphis, Tennessee 38120
901.646.5070

720 North Lamar Blvd | Suite A
Oxford, Mississippi 38655
662.550.5545

info@dt-designstudio.com
www.dt-designstudio.com

0 50 100 200
SCALE 1:100

STARKVILLE SPORTSPLEX - PHASE 2

Starkville, Mississippi

CONCEPT-02

M:\DT Job File\20.476 - Starkville Sportsplex Parking\ACAD\MASTER PLAN\2020-08-31 CONCEPT-SPORTSPLEX.dwg

MCKEE PARK - PHASE 1 IMPROVEMENTS

CONCEPT PLAN Starkville, Mississippi

M:\DT Job Files\28.367 - Starkville Cornerstone Park\ACAD\MASTER PLAN\2020-08-31 CONCEPT-SPORTSPLEX.dwg

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SCALE 1:50

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dt
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DESIGN STUDIO

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January 13, 2021

Brandon Doherty
Director of Parks and Recreation
405 Lynn Lane
Starkville, MS 39759

RE: CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION
STARKVILLE SPORTSPLEX/McKEE PARK IMPROVEMENTS
STARKVILLE, MISSISSIPPI

Dear Mr. Doherty:

Dalhoff Thomas design|studio (DT design|studio) appreciates the opportunity to submit this letter agreement to provide the following professional design services for the preparation of construction documents for improvements at Starkville Sportsplex and McKee Park. The services for this project have been delineated so that we both understand the scope of services to be provided, along with the cost for those services. We have teamed with Neel-Schaffer to provide engineering services and Shafer-Zahner-Zahner to provide architectural services.

Fees for Design Services are lump sum based on the scope of work indicated. Based on actual construction dollars available, we anticipate that the project will be set up as a base bid with add alternates. This proposal includes actual expenses incurred directly in connection with the project: printing, copying, mileage, travel expenses and delivery services.

The following is the Design Team's understanding of the Phase One scope of services.

Starkville Sportsplex

- Improvements are based upon the concept plan prepared by Dalhoff Thomas design|studio. Site plan modifications are anticipated. *(See Attachment A.)*
- Replace 1 existing sod field with synthetic turf. Provide drainage at synthetic field and connect to existing drainage system.
- Provide scoreboard, fencing, and spectator seating areas at the synthetic field.
- Maintenance Barn (1)
- Renovation of (1) restroom building
- Renovation of (1) concession building
- Asphalt trail
- Renovate 4 youth softball fields into multipurpose lawn areas with fencing, shade shelters, and spectator seating

McKee Park

- Improvements are based upon the concept plan prepared by Dalhoff Thomas design|studio. Site plan modifications are anticipated. *(See Attachment B.)*

- Address site drainage and detention issues
- Address site grading issues
- New playground
- Spray pad
- Renovate existing restrooms (2)
- Demolish existing ballfields
- Dog park
- Walking trail extension
- Trail/pathway lighting

SERVICES INCLUDED

I. SITE PLAN APPLICATION

The Design Team will prepare a site plan package for submittal to the City of Starkville based upon the site plan. The Design Team will review City of Starkville ordinances and regulations to ensure that the conceptual site plan conforms to the requirements of the City.

II. SITE CONSTRUCTION DOCUMENTS (PLANS & SPECIFICATIONS)

A. Preparation of Construction Documents to include:

1. Overall Site Plan
2. Enlarged Site Plans
3. Overall Grading and Drainage Plans
4. Enlarged Grading Plans
5. Irrigation Plans (as needed)
6. Landscape Plans
7. Construction Details (as required)
8. Civil Engineering Plans and Specifications

   The Design Team will develop construction plans and specifications for site/civil improvements. It is anticipated the development of the construction documents will include the following drawings:

   a. Grading and drainage plans
   b. Stormwater details
   c. Storm Water Pollution Prevention Plan (SWPPP)
      Storm Water Pollution Prevention Plan and Large Construction Notice of Intent (LCNOI) application will be submitted to the Mississippi Department of Environmental Quality (MDEQ) for approval prior to the start of construction.
   d. Erosion control plan
   e. Erosion control details

9. Architectural Plans

   The Design Team will prepare architectural plans to include:

a. Maintenance Barn at Starkville Sportsplex
b. Renovation of (1) Restroom Building at Starkville Sportsplex
c. Renovation of (1) Concession Building at Starkville Sportsplex
d. Renovation of (2) Restroom Buildings at McKee Park

10. Administrative Documents

a. Front end contract documents
b. Technical specifications
c. Assistance during the bid process

Fee for Site Plan Application and Construction Documents (Items I & II) $176,000.00

III. CONSTRUCTION ADMINISTRATION

A. Evaluation of Shop Drawings
B. Evaluation of Submittals
C. Review of Change Orders and Field Orders (if needed)
D. Review of Contractor's Payment Requests
E. Construction Inspection
F. Substantial Completion Inspection
G. Final Inspection and Preparation of Final Punch List

Fee for Construction Administration (Item III) $44,000.00

SUMMARY OF FEES

I. Site Plan Application ....$ 33,000.00
II. Site Construction Documents (Plans & Specifications)...$143,000.00
III. Construction Administration..$ 44,000.00

Total Lump Sum Fees $220,000.00

Breakdown of Fees for Project Phases and Invoicing:

A. Schematic Design Phase (15%)...$ 33,000.00
B. Design Development Phase (20%) ....$ 44,000.00
C. Construction Document Phase (40%) ....$ 88,000.00
D. Procurement/Bidding Phase (5%) ....$ 11,000.00
E. Construction Administration Phase (20%) ....$ 44,000.00

Total ....$ 220,000.00

It is recognized that you may request additional work and if so desired, additional cost can be mutually agreed upon at the time requested.

The hourly rates for this project shall be as follows:

<u>Landscape Architects</u>
Principal Landscape Architect $180.00
Landscape Architect III $110.00

Landscape Architect II	$100.00
Landscape Architect I	$ 80.00
Clerical	$ 45.00

<u>Engineers</u>

Officer, Senior or Engineer Manager/Professional IV/Survey Manager	$195.00	
Senior Project Manager/Professional III	$175.00	
Project Manager/Professional II	$140.00	
Professional I	$125.00	
Professional Intern	$105.00	
Senior Certified Engineering Technician	$140.00	
Certified Engineering Technician/Supervisory Technician	$120.00	
Technician IV/ Inspector IV/ Surveyor IV	$105.00	*
Technician III/Inspector III//Survey Crew Chief	$ 95.00	*
Technician II/Inspector II/Survey Instrument Person	$ 80.00	*
Technician I/Inspector I/Survey Assistant	$ 70.00	*
Student Intern	$ 45.00	*
Senior Administrative	$ 80.00	*
Senior Clerical	$ 75.00	*
Clerical	$ 65.00	*
Assistant Clerical	$ 50.00	*
Three-Member Survey Party	$196.00	*
Two-Member Survey Party	$165.00	*
One-Member Survey Party	$115.00	*
Land Surveyor (Office)	$ 90.00	*
Land Surveyor Intern (Office)	$ 50.00	*

<u>Architect</u>

Principal Architect	$140.00
Project Architect Manager	$105.00
Interior Designer	$100.00
Senior Draftsman	$ 90.00
CADD Operator	$ 70.00
Administration	$ 55.00

** Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, the Design Team reserves the right to negotiate overtime rates.*

<u>Services not included:</u>

1. Traffic Study
2. Quantity Take Offs for Construction

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing the enclosed copy of the Letter Agreement and the Terms and Conditions in the space provided and returning it to Dalhoff Thomas design|studio.

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. *<u>We will be waiting for your approval to proceed</u>.*

Sincerely,
Dalhoff Thomas design|studio

Dean Thomas, PLA, CLARB, ASLA
Principal

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date, and return one copy for our files.

APPROVAL BY:______________________________________ ________________________
Signature *Date*

STARKVILLE PARKS AND RECREATION DEPARTMENT LONG TERM RENTAL AND USAGE AGREEMENT

This is agreement is entered into by and between the CITY OF STARKVILLE, a Mississippi Municipal Corporation (“City”), by and through its authorized representative, and Southwest Foundation hereinafter referred to as the “User” or “Tenant”.

1) **GENERAL TERMS**

a) This Agreement shall be in effect from 1 February 2021 to 31 January 2021, during which time the City will permit the User access to and use of the concession room and storage room located in the Travis Outlaw Center, 405 Lynn Lane, Starkville, Mississippi 39759, hereinafter referred to as the “Concessions” for the purposes of food storage, preparation and meal service.

b) The user shall have access to the Concessions area for the following times:

(1) 01 January 2021 to 31 May 2021, Monday-Friday from 9 a.m. to 2 p.m.
(2) 01 June 2021 to 31 July 2021, Monday-Thursday 5 a.m. to 1:30 p.m.
(3) 01 August 2021 to 31 December 2021, Monday-Friday from 9 a.m. 2 p.m.

c) The Tenant agrees to pay the amount of **$150.00 per month**, on the 1st of each month, at the Travis Outlaw Center, through the Parks and Recreation Department at 405 Lynn Lane, Starkville MS, 39759. Payment shall only be received by The Parks and Recreation Director or Designee.

d) No security deposit is required for this agreement.

e) A l**ate fee of $50.00** will be applied to the Tenant’s balance when payments are not received on the 1st of the month. After the **14th day a penalty of 5%** per day will be compounded, until the outstanding balance is paid in full.

f) The City shall provide the Tenant an opportunity to extend its lease agreement upon the following conditions:

(1) Tenant has not been delinquent with more than two payments in a 12-month period.
(2) Tenant must have a zero balance at the time of the request.
(3) Tenant must have maintained insurance coverage for the duration of the contract.
(4) Tenant must provide written notification to the City not less than 30 days prior to the end of this lease date.

g) The City agrees not to increase Tenant’s rent more than 10% upon the renewing of this contract.

h) The City of Starkville shall not be responsible for any lost or stolen equipment of Tenant during the terms of this agreement.

i) The Tenant is prohibited from transferring use or renting out any city facility. The City maintains the right to rent out all city facilities when not in use by the Tenant.

j) If the Tenant abandons the leased space before the end of the primary lease term or the renewal lease term, or if Tenant becomes more than two months behind in rent payments or otherwise fails to abide by any provision in this lease agreement, then the City will immediately cancel this lease agreement, require Tenant's operations to immediately cease, and require the full balance be paid by the Tenant immediately.

k) If the City is required to employ an attorney to collect past due rent or enforce any terms of this agreement the Tenant agrees to pay the Landlord reasonable attorney fees of not less than $1000.00 together with all costs collected.

l) The City shall have the option to terminate this Agreement at any time with or without cause.

m) The parties to this agreement are solely in a contractual relationship, and this agreement in no way constitutes or creates a partnership or joint venture.

2) The **<u>Tenant agrees</u>** that it shall be solely responsible for the following items:

a) Maintaining the security and safety of the Concessions area. This shall include locking doors, windows, and storage rooms. Tenant shall also maintain daily sanitation and cleanliness, which includes daily pick up and disposing of food, maintaining cleaning standards, and disposing of trash. Tenant shall provide their own supplies for cleaning and disposal for the terms identified within this agreement.

b) Tenant shall perform background checks on all volunteers and staff. The background checks cannot be more than 90 days old. Background checks shall be renewed each annual year and provided to the parks and recreation department.

c) The Tenant agrees that all food handlers shall have a SERV Safe certification and will provide those to the parks and recreation department.

d) The Tenant agrees to be solely responsible for any and all damages related to and arising out of the use of the area during the term of this agreement when the area is being used by the Tenant. This applies to, but is not limited to, any and all persons associated with the Tenant who uses the facility area or who attend the Tenant's events for the term of the agreement. The Tenant agrees to be solely responsible for all repairs or costs of repairs to the facilities area and for any and all related damages as set forth herein.

e) The Tenant shall maintain order and safety. The Tenant shall assign one person as an on-site representative during all scheduled times, and provide that information to the City, no later than the week prior to their start date.

f) The Tenant is prohibited from transferring use or renting out any city facility to generate income of any kind.

g) The Tenant shall not make changes to the facility unless it provides detailed plans to the City outlining the request, and written approval has been provided from the City prior to any construction. Any such changes shall be made at no cost to the City.

h) Upon the Tenant's departure, the facility shall be returned to its normal condition, unless agreed upon by both parties.

i) The tenant is responsible for providing signage for their operation. However, the sign must be reviewed and approved by the City in writing.

j) The Tenant is responsible to clean and maintain all common areas inside the concessions and storage room and the grounds area directly used by the Tenant. When excess cleaning is required by the City, due to neglect of the Tenant, a $100.00 fine will be applied to the Tenant Balance and subject to all penalties.

k) The Tenant agrees to pay for all normal maintenance outside of structural stability and HVAC unit failure.

l) The Tenant shall at all times conduct its business in such a manner as not to create a nuisance or menace to the other tenants in this building and parking area of the leased premises.
m) In the event the Tenant's business files bankruptcy, the rent obligation accelerates and the authorized agents of the Tenant agree to be held personally liable for the remainder of the rent due to the City.
n) The Tenant hereby agrees to refrain from any activity in relation to a use that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.
o) All minors must adhere to the facility policy. When activities are executed inside the Outlaw Travis Center children must be unsupervised by staff.
p) Appropriate supervision is required at all times for minors. Minors under the age of 16, must have parental supervisor while accessing the facility. Minors under the age of 16 must have a parental release form, chaperoned by an adult at all time while participating in the activities.

3) The **City agrees** that it will be responsible for providing the following items during the term of this Agreement:

a) Provide the space outlined in this agreement.
b) The City shall perform a facility inspection once a month which shall include: HVAC, structural, cleanliness, and security.
c) The City shall use the concession area for special events or activities as needed. When the City is using the concession area, the City shall be responsible for cleaning and replenishing/supplying custodial supplies only for those events.
d) The scheduled usage of the concessions related to dates and times are subject to change at the discretion of the City. The City will attempt to provide the Tenant 24 hours' notice if changes occur.
e) The City reserves the right to cease operations of the facility at any time.
f) The City reserves the right to use this facility as part of the Emergency Action Plan/Crisis Management. Under conditions where the emergency action plan is activated the Tenant will be required to immediately close down the business and vacate the premise as needed. Notification will be provided as far in advance as possible to prevent any undue hardship.
g) City will perform bi-weekly inspections for food safety and operational cleanliness.

4) INSURANCE REQUIREMENTS

a) During the term of this Agreement, the Tenant shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the facility or the activities associated with the use of the facility by the Tenant , its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than $1,000,000 for personal injury, death, or property damage to the facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The Tenant’s insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the Tenant’s User's insurance & shall not contribute to it.

5) USE OF FACILITY KEYS

a) The City will issue one key to the designated on-site supervisor to use for the entire term of the contract. This key will be signed out from the City Administrative Assistant prior to the start of this contract. This key will provide access to the designated areas, along with the storage room. The keys may not be reproduced or duplicated by the Tenant. Any Key that is lost will be required to pay the replacement value of the key. Keys that are not returned within (5) five days after the end of this contract, the Tenant will pay a $500 fine to the City.

6) INDEMNIFICATION

a) The Tenant shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Tenant, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

7) RELEASE

a) The Tenant hereby releases, relinquishes, and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of the defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the Tenant’s use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

8) MISCELLANEOUS TERMS

a) This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

c) No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.
d) Any amendment to this contract must be done in writing and agreed upon by the parties.
e) The parties have read the terms of this Agreement and agree to the terms and conditions contained herein.

The designated agents for the parties are:

Southern Foundation for Homeless Children, Inc.
Gwendolyn Gray
Chief Executive Officer
317 Martin Luther King Dr. Suite 102
Starkville, MS 39759
Office: 662-320-6613
Office: 662-320-6614
Fax: 662-320-6616

CITY OF STARKVILLE, MISSISSIPPI
Lynn Spruill
Mayor
110 West Main Street
Starkville, MS 39759
Tele: (662} 323-2525

By: ____________
Gwendolyn Gray
Chief Executive Officer
Southern Foundation for Homeless Children, Incorporated.
Date: 1/21/2021

THE CITY OF STARKVILLE, MS

By: ____________
D. Lynn Spruill, Mayor
City of Starkville
Date: 1-19-2021

21. REQUEST AUTHORIZATION TO ALLOW OFFICER MATTHEW LASKER, TO ATTEND FIELD TRAINING OFFICER CERTIFICATION, FEBRUARY 8-12, 2021, LOCATED IN VICKSBURG, MS; AT A COST NOT TO EXCEED $1,000.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Officer Matthew Lasker, to attend Field Training Officer Certification, February 8-12, 2021, located in Vicksburg, MS; at a cost not to exceed $1,000.00” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO PURCHASE RENEWAL FROM POWERDMS THE CONTINUING ANNUAL SOFTWARE FOR POLICY PROCEDURE AND TRAINING MANAGEMENT WITH AN ANNUAL FEE OF $5,246.08.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the purchase from PowerDMS, the continuing annual cost package for policy, procedure and training management software with an annual fee of $5,246.08” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO SELECT UTILITY, INC. AS THE BEST BID TO PROVIDE MOBILE VEHICLE AND BODY WORN RECORDING SYSTEMS IN THE AMOUNT OF $621,600.00 WITH THE CITY CLERK TO ADVERTISE FOR FINANCING OPTIONS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to select Utility, Inc. as the best bid to provide mobile vehicle and body worn recording systems in the amount of $621,600.00 with the City Clerk to advertise for funding options” is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO CALL FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET WITH PARCEL NUMBER 118P-00-116.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 307 Apple Street with the parcel number 118P-00-116.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

25. REQUEST AUTHORIZATION TO CALL FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 722 VINE STREET WITH PARCEL NUMBER 102H-00-170.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 722 Vine Street with the parcel number 102H-00-170.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

26. REQUEST AUTHORIZATION TO PURCHASE A T64 T4 BOBCAT COMPACT TRACK LOADER FOR THE WASTEWATER TREATMENT PLANT FROM STATE CONTRACT 8200036886 IN THE AMOUNT NOT TO EXCEED $46,000.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the

January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to purchase a T64 T4 Bobcat Compact Track Loader for the Wastewater Treatment Plant from state contract in the amount not to exceed $46,000.00" is enumerated, this consent item is thereby approved.

27. REQUEST AUTHORIZATION TO ADVERTISE FOR PROPOSALS FOR A 6 X 4 TANDEM AXLE TRUCK WITH EIGHTY (80) FOOT HYDRAULIC DERRICK (EQUIPMENT ONLY) AS A REPLACEMENT FOR THE EXISTING DIGGER/DERRICK TRUCK #46 THAT WILL BE LISTED AS SURPLUS AND AUCTION ON GOVDEALS.COM FOR THE ELECTRIC DIVISION.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the January 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to advertise for proposals for a 6 x 4 tandem axle truck with eighty (80) foot hydraulic derrick (equipment only) as a replacement for the existing digger/derrick truck #46 that will be listed as surplus and auction on govdeals.com for the Electric Division" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill thanked everyone who assisted the previous day, Dr. Martin Luther King Jr. Day, in distributing food and supplies at the J L King Center.

BOARD OF ALDERMEN COMMENTS:
Alderman Carver asked as to the progress of the Starkville recycling program. Alderman Sistrunk stated educational materials are being designed and that no contract has been agreed upon yet, but should be soon.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he hoped never to see a situation again such as the recent one at the United States Capital.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

ANNUAL REPORT AND PUBLIC HEARING FOR THE SMART GRANT APPLICATION PRESENTED BY JEREMIAH DUMAS HEAD OF PARKING AND TRANSIT FOR MISSISSIPPI STATE UNIVERSITY.

Director Jeremiah Dumas and Associate Director Ronnie White gave a brief overview of the Starkville – MSU Area Rapid Transit (SMART) public transportation system.

Funding is provided from the Federal Transit Authority 5311 Rural Mass Transit Funds via the MS Department of Transportation. Local cash match is provided by MSU parking services, the City of Starkville and Oktibbeha County.

Mr. Dumas discussed the effect of Covid on the transportation system in 2020, but ridership is starting to increase. Safety precautions are being taken to decrease the spread of Covid. Grant funds were received in 2020 to build a new operations facility.

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

Alvin Turner expressed his gratefulness for the transportation service.

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

PUBLIC HEARING AND CONSIDERATION OF RZ 21-01 A REQUEST TO REZONE 4 LOTS WITHIN THE CORNERSTONE INDUSTRIAL PARK PHASE I SUBDIVISION FROM A S-I TO C WITH PARCEL NUMBERS 104 -17-001.08, 104 -17-001.07, 104 -17-001.06, AND 104 -17-001.09.

Daniel Havelin presented RZ 21-01. This is a request by the City of Starkville to correct an error in the Official Zoning Map of the City of Starkville for 4 lots in the "Cornerstone Industrial Park Phase I" subdivision. The following lots with the parcel numbers are included in the rezoning: Lot 18 (104 -17-001.08), Lot 20 (104 -17-001.07), Lot 23 (104 -17-001.06), and Lot 24 (104 -17-001.09). The request is to rezone the 4 lots from S-I (Special Institutional) to C (Commercial) based on an error in the map and a need to correct the error. All lots within the subdivision were rezoned to Special Institutional in December of 2019 with the adoption of the Unified Development Code. The issue is that the S-I zoning designation is used for any City of Starkville owned, managed, and/or partially owned building used for purposes such as, but not limited to: administrative functions, emergency services, utilities, public facilities, and/or parks and recreation. The 4 subject lots are not owned or managed by the City. 2 of the lots, Lot 23 and Lot 24, are owned by other governmental agencies. The other 2 lots, Lot 18 and Lot 20, are privately owned. The 2 government owned lots are not regulated by the City. The 2 privately owned lots are restricted to primarily governmental uses unless they are rezoned. The zoning designation of C (Commercial) would provide for appropriate uses and dimensional standards for future development.

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

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

28. CONSIDERATION OF RZ 21-01: A REQUEST TO REZONE 4 LOTS WITHIN THE CORNERSTONE INDUSTRIAL PARK PHASE I SUBDIVISION FROM A S-I TO C WITH PARCEL NUMBERS 104 -17-001.08, 104 -17-001.07, 104 -17-001.06, AND 104 -17-001.09.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve RZ 21-01 to rezone Lots 18, 20, 23, and 24 of the Cornerstone Industrial Park Phase I subdivision to C (Commercial) zoning designation based on an error in the map and a need to correct the error. 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.

FIRST PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 10; §10-36 AND §10-40 TO ALLOW FOR BREW PUB EXCEPTIONS TO FOOD SALES REQUIREMENTS AND TO DEFINE BREW PUBS.

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

John Higgens, owner of Spring Street Cigars, asked that the exception be allowed. He is opening a business in the old Mugshots building on Main Street and hopes to have beer brewing equipment on the first floor. They do not have any equipment or plans to serve food at this time.

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

29. CONSIDERATION OF LW 21-01: A REQUEST FOR A LANDSCAPE WAIVER FROM BUFFER LOCATION AND TREE TYPE REQUIREMENT FOR A TOWNHOME DEVELOPMENT ON LYNN LANE IN A TN-N ZONE WITH PARCEL NUMBER 102I-00-002.00.

Daniel Havelin presented LW 21-01. The applicant Andy Fornea, of A.S. Fornea Construction on behalf of Dallas Richmond, Sean Richmond, W. Labon Richmond, is requesting 2 landscape waivers for a proposed townhome development located on Lynn Lane. The applicant is proposing building a 42-unit townhome development on the site. A special exception for the use of townhomes was approved by the Board of Aldermen on May 5, 2020. As part of the approval, a 20' wide Type C landscape buffer along the northern property line was required. The Development Review Committee has started site plan review of the project. During the site plan review, a conflict between the required landscape buffer on the north side of the property and the utility easement was discovered. Section 14.12.3.C of the Unified Development Code (UDC) does not permit a buffer to be located within a "public utility easement". The applicant is requesting to use part of the utility easement as part of the buffer. To accomplish this, the applicant will need to use tree species that won't interfere with the operation and maintenance of the overhead power line. The applicant has worked with Starkville Utilities in the selection and location of several species of small trees.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to approve LW 21-01: a request for a landscape waiver from buffer location and tree type requirement for a townhome development on Lynn Lane in a TN-N zone with parcel number 102I-00-002.00. 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.

30. 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 January 12, 2021 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	$ 276,531.54
Restricted Police Fund	002	4,540.05
Airport Fund	015	2,586.61
Airport – Restricted Fund	016	16,035.86

Sanitation	022	56,385.84
Industrial Park Bond	303	21,833.05
Public Improvement Bonds 2018	319	56,169.70
BUILD Grant	377	54,243.31
Economic Dev, Tourism, Conv	380	25,825.52
Sub Total Before Utilities		$ 514,151.48
Utilities Dept.	SED	1,768,202.67
Total Claims	Total	$ 2,282,354.15

31. MOTION TO ADJOURN UNTIL FEBRUARY 2, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until February 2, 2021 @ 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 ____________________ 2021.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)