

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
April 20, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on April 20, 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, David Little, Jason Walker, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor D. Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda.

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA:**

Alderman Little asked to remove Board Business X. A.: Weavexx Free Port Warehouse License Request from the agenda pending more information.

Alderman Walker asked to add Mayor's Business IX. B and IX. D. to consent.

Alderman Beatty asked to add Community Development Item XI. B. 2. to consent.

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

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

Alderman Beatty offered a motion, duly seconded by Alderman Little, to approve the April 20, 2021 Official Agenda as revised. 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, APRIL 20, 2021  
5:30 P.M., COURT ROOM, CITY HALL  
110 WEST MAIN STREET**

**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 MARCH 16, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 6, 2021 SPECIAL CALL 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**

PRAIRIE OPPORTUNITY – TOMEKA RHINE AND YOUTH SUMMER PROGRAMS

**VIII. PUBLIC HEARING**

THIRD OF THREE PUBLIC HEARINGS AND CONSIDERATION FOR AMENDING THE UNIFIED DEVELOPMENT CODE, UPDATING THE TECHNICAL CODES AND THE NEW 2021 BUILDING AND FIRE CODE ADOPTION.

PUBLIC HEARING AND CONSIDERATION OF SE 21-02: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN EXPANSION OF A NONCONFORMING USE IN A T5-C ZONING DISTRICT AT 112 MILL STREET WITH THE PARCEL NUMBER 101D-00-321.00.

**IX. MAYOR'S BUSINESS**

A. CONSIDERATION OF APPROVING THE INCREASE IN THE CONTRACT WITH OKTIBBEHA COUNTY FOR COLLECTING TAXES FOR THE CITY OF STARKVILLE IN THE AMOUNT OF \$10,000 FOR A TOTAL OF \$60,000 FOR COLLECTION YEAR 2022.

B. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH SPORTS FACILITY MANAGEMENT, LLC FOR THE NEGOTIATION OF FACILITIES MANAGEMENT AGREEMENT FOR CORNERSTONE PARK.

C. CONSIDERATION OF THE HIRING OF PAUL ALCANTAR AS A SANITATION DIRECTOR IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.

D. CONSIDERATION OF THE CONTRACT WITH GARETH CURTISS FOR THE DEVELOPMENT, CREATION AND INSTALLATION OF THE COOL PAPA BELL SCULPTURE TO BE LOCATED AT CORNERSTONE PARK.

E. DISCUSSION AND CONSIDERATION OF THE STATUS OF THE SEVENTH RESOLUTION OF THE CITY OF STARKVILLE DECLARING ADDITIONAL MEASURES FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES.

**X. BOARD BUSINESS**

A. CONSIDERATION TO APPOINT JESSICA HILL, THE SOLE APPLICANT TO FILL AN EXPIRED TERM WITH THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES FOR A TERM ENDING SEPTEMBER 30, 2025.

B. CONSIDERATION TO AMEND THE APPOINTMENT EXPIRATION DATE OF KENNEDY NEAL TO THE STARKVILLE-OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES TO END SEPTEMBER 30, 2023.

**XI. DEPARTMENT BUSINESS****A. AIRPORT**

1. CONSIDERATION OF FAA – AIP GRANT 3-28-0068-026-2021 APPLICATION IN THE AMOUNT OF \$23,000.

**B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT**

1. CONSIDERATION OF AWARDING THE MOWING AND MAINTENANCE BID FOR THE CITY OF STARKVILLE CEMETERIES TO HAMPTON YOUNG CORP., THE SOLE BIDDER.

2. CONSIDERATION OF FP 21-02: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING 20.75 ACRES LOT INTO 79 LOTS ON THE WEST SIDE OF SOUTH MONTGOMERY STREET +/-330FT SOUTH OF THE INTERSECTION WITH LYNN LANE DIRECTLY SOUTH OF THE MAISON DE VILLE SUBDIVISION IN A TN-N ZONING DISTRICT WITH PARCEL NUMBERS 102I-00-005.00, 102I-00-006.00 AND 102I-00-002.00.

3. DISCUSSION AND CONSIDERATION OF FP 21-03: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING OF THREE PARCELS IN THE GREENBRIAR SUBDIVISION LOCATED AT THE SOUTH END OF DAY LILY DRIVE, 100 FOLEY DRIVE, AND 102 FOLEY DRIVE IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBERS 106C-00-035.03, 106C-00-091.00, AND 106C-00-092.00.

**C. COURTS**

*THERE ARE NO ITEMS FOR THIS AGENDA*

**D. ENGINEERING**

1. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR TESTING SERVICES FOR THE OLD WEST POINT ROAD BRIDGE PROJECT FROM SPRINGER ENGINEERING IN THE AMOUNT OF \$7,290.00 AND AUTHORIZING THE MAYOR TO EXECUTE A TESTING PROPOSAL.

2. CONSIDERATION OF APPROVAL OF THE CITY OF STARKVILLE STANDARDS OF DESIGN AND SPECIFICATIONS POLICY.

## E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 13, 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. ACCEPTANCE OF MARCH FINANCIAL STATEMENTS.

## F. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

## G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JARROD WOMACK AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO TRANSFER DONNIE SCALES FROM THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT TO THE STREET DEPARTMENT AS AN EQUIPMENT OPERATOR.
3. REQUEST AUTHORIZATION TO HIRE ARCHIE STALLINGS AS AN ENTRY LEVEL FIREFIGHTER AND TO HIRE AUSTIN MASK AND DYLAN ROCKWELL AS PART-TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE SARAH BURTON, CAYLA DAVIS, ZAVIEN LANDFAIR AND ANNA D' AQUILLA AS PART TIME RECREATION AIDES FOR THE PARKS AND RECREATION DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE GRIFF LIPPINCOTT AND DREW LEE AS PARKS GROUNDS MAINTENANCE FOR THE PARKS AND RECREATION DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE TYSON MALIK TATE AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
7. REQUEST AUTHORIZATION TO ADVERTISE FOR A HUMAN RESOURCES ASSISTANT/TRAINING COORDINATOR IN THE HUMAN RESOURCES DEPARTMENT.
8. REQUEST AUTHORIZATION TO ADVERTISE FOR A PERMIT SERVICES TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

## H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

## I. PARKS

1. CONSIDERATION TO APPROVE PRYROSHOW CONTRACT FOR THE 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY INCLUDING A 50% DEPOSIT PAYMENT OF \$5,100.00.

2. CONSIDERATION OF UPDATED CHANGE ORDER #2 WITH T & M STEEL ERECTORS, INC. REPLACING INCORRECT CHANGE ORDER PRESENTED APRIL 6, 2021, REFLECTING CORRECT BEGINNING CONTRACT AMOUNT.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST AUTHORIZATION FOR TWO OFFICERS TO ATTEND A STREET DRUG CONFERENCE IN SOUTHAVEN APRIL 25 – 29, 2021, WITH A TOTAL COST NOT TO EXCEED \$850.

2. CODE ENFORCEMENT

- a. CONSIDERATION FOR CALLING FOR AN ADDITIONAL PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 305 EVERGLADE AVENUE, BUILDINGS 4, 5 AND 8, WITH PARCEL NUMBER 118K-00-016.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY SUCH THAT DEMOLITION COULD OCCUR.

K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE ELECTRIC DIVISION 2011 FORD RANGER SC XTL (VIN:1FTKR1ED8BPA49831) PICKUP TRUCK AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST NOT TO EXCEED \$21,000.00.
2. REQUEST AUTHORIZATION TO REPLACE THE EXISTING HOMA #AKX1668-5207129HL/S-S/N # 228140-HP 129-VOLTS 460-RPM 893 WITH A NEW HOMA #AKX1668-520/1219HU FM AS A SOLE SOURCE REQUEST, NOT TO EXCEED \$70,000 IN ACCORDANCE WITH MISSISSIPPI CODE SECTION 31-7-13, (M ) (viii) DUE TO LIMITATIONS ASSOCIATED WITH EXISTING PUMP STATION PIPING AT THE INFLUENT LIFT STATION FOR THE WASTEWATER PLANT.
3. REQUEST APPROVAL TO PROCEED AS AN EMERGENCY PURCHASE FOR THREE (3) VARIABLE FREQUENCY DRIVERS (VFD) AT THE TRIM CANE PUMP STATION THAT WERE DAMAGED DUE TO LIGHTNING IN AN AMOUNT NOT TO EXCEED \$21,000.00 PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

PERSONNEL

PENDING LITIGATION

**XV. OPEN SESSION****XVI. ADJOURN UNTIL MAY 4, 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. 3130 at least forty-eight (48) hours in advance for any services requested.*

**Consent items 2 – 28:****2. CONSIDERATION OF THE MINUTES OF THE MARCH 16, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 16, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

**3. CONSIDERATION OF THE MINUTES OF THE APRIL 6, 2021 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the April 6, 2021 Special Call meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

**4. CONSIDERATION OF APPROVING THE INCREASE IN THE CONTRACT WITH OKTIBBEHA COUNTY FOR COLLECTING TAXES FOR THE CITY OF STARKVILLE IN THE AMOUNT OF \$10,000 FOR A TOTAL OF \$60,000 FOR COLLECTION YEAR 2022.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval the contract with Oktibbeha County for collecting taxes for the City of Starkville which includes an increase in the amount of \$10,000 for a total of \$60,000 for collection year 2022” is enumerated, this consent item is thereby approved. The agreement appears on the following page.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN  
OKTIBBEHA COUNTY, MISSISSIPPI, AND THE CITY OF  
STARKVILLE, MISSISSIPPI, PROVIDING FOR COLLECTION  
OF CITY TAXES BY OKTIBBEHA COUNTY, MISSISSIPPI**

This Agreement is entered into by Oktibbeha County, Mississippi ("the County") and the City of Starkville, Mississippi (the "City") as of the dates shown below.

**W I T N E S S E T H**

WHEREAS, the City, under the authority of Chapter 33, Title 21, Mississippi Code of 1972, as amended and the County, under the authority of Chapters 1 and 29-53, Title 27, Mississippi Code of 1972, as amended, previously maintained separate offices for the purpose of ad valorem tax collection; and,

WHEREAS, the County, under the authority of Section 17-13-7, Mississippi Code of 1972, is authorized to collect the ad valorem taxes of the City of Starkville, Mississippi; and,

WHEREAS, the purpose of this Agreement is to allow the County to collect ad valorem taxes for the City of Starkville:

NOW, THEREFORE, the parties agree as follows:

1. This contract will be in effect for an initial term of one year beginning October 1, 2021, and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto. This contract may be terminated as of an annual anniversary date by either party giving the other written notice of termination at least nine (9) months prior to such anniversary date.
2. The Oktibbeha County Tax Collector ("Tax Collector") shall assume the responsibility for the collection of all City of Starkville ad valorem taxes on real, personal,

mobile home, and public service properties. The Tax Collector on any tax statement he or she may use will show City and County separately.

3. Ad valorem taxes on real, personal, mobile home, and public service property shall be collected as soon as reasonably practical after October 1<sup>st</sup> of each year to ensure that operating funds are available prior to the tax delinquency date of February 1st of the subsequent calendar year.

4. All sums shall be delivered to the City on or before the 20<sup>th</sup> day of the month following that in which said funds are collected. The settlement shall be allocated by funds and submitted to the City based on each individual mill rate within the City.

5. The Tax Collector shall collect all homestead exemption charge backs and all damages and interest authorized by law on City taxes, which shall be distributed as set out in the above section 4.

6. The Tax Collector will conduct land tax sales for the City at the same time and place as land tax sales for the County are now held and the City will receive all interest, damages, and other fees from such sales that the City may be entitled to in accordance with the law. The City will be furnished with a list of all land sold taxes on its behalf or struck off to the City within twenty (20) days of said sale. The Chancery Clerk will be responsible for receiving and receipting the tax redemption payments, notifying owners of the time of expiration of redemption, and issuing tax deeds for such tax sales.

7. Prior to settlement, the Tax Collector will make refunds of all taxes erroneously collected for the City and will make proper adjustments to the monthly distributions reports. The City allows the Tax Collector credit for the list of delinquent or insolvent taxpayers

properly presented to it in the same manner as prescribed by Chapter 49, Title 27, Mississippi Code of 1972.

8. The Tax Collector agrees to the following:

- (A) A monthly report separated by real estate, personal property, mobile homes, and public service showing a total assessed value, total taxes collected, and total interest collected.
- (B) A yearly trial balance on real estate, personal property, mobile homes, and public service property should be furnished shortly after September 30<sup>th</sup> of each fiscal year showing assessed values, senior or disabled citizen homestead value, regular homestead value, total regular homestead credit, taxes collected, and interest collected.
- (C) A detailed listing of all unpaid taxes shall be furnished with totals by real estate, personal property, mobile homes, and public service property no later than September 30<sup>th</sup> of each year.
- (D) The County staff for the collection of the ad valorem taxes of the City shall be provided by the Tax Collector and said staff shall serve at the will of the Tax Collector.
- (E) The County per the Tax Collector has established the budget for its office which shall include the appropriate adjustments, if any, for the collection cost of the City ad valorem taxes.
- (F) The Tax Collector is appointed to be treasurer to receive, disburse, and account for funds.

9. This Agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972. A copy of said agreement and the Attorney General's approval shall be filed with all concerned governmental authorities.

10. The City agrees to pay Oktibbeha County the sum of \$60,000.00 per year for the collection of taxes and other services rendered pursuant to this Agreement. This sum will be settled to the county general fund, \$30,000.00 of which is for use by the County Tax Collector pursuant to his annual approved budget.

11. All costs and expenses incurred by the Tax Collector for services rendered pursuant to this Agreement shall be budgeted in the Tax Collector's annual budget presented to the county.

12. City ad valorem taxpayers shall be allowed to pay their annual taxes in partial payments as provided by Mississippi Code of 1972 §27-41-1.

This Agreement is duly authorized by all parties hereto and is effective upon execution by designated parties and approval by the Attorney General of the State of Mississippi.

ATTEST:



OKTIBBEHA COUNTY, MISSISSIPPI

BY:

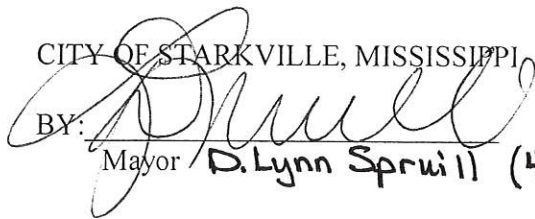
  
President, Board of Supervisors

ATTEST:

  
City Clerk

CITY OF STARKVILLE, MISSISSIPPI

BY:

  
Mayor **D. Lynn Spruill (4-20-2021)**

OKTIBBEHA COUNTY TAX  
COLLECTOR

**5. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH SPORTS FACILITY MANAGEMENT, LLC FOR THE NEGOTIATION OF A FACILITIES MANAGEMENT AGREEMENT FOR CORNERSTONE PARK.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a MOU with Sports Facility Management, LLC for the negotiation of a facilities management agreement for Cornerstone Park” is enumerated, this consent item is thereby approved.

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)**, dated this the 20th day of April, 2021 by and between **CITY OF STARKVILLE, MISSISSIPPI**, hereinafter referred to as “**City**”, and **SPORTS FACILITIES MANAGEMENT, LLC**, a Florida limited liability company hereinafter referred to as “**SFM**”.

**WHEREAS**, City is currently developing a state-of-the-art sportsplex specifically located in Starkville, Mississippi on South Highway 25 and known as Cornerstone Park ("Facility"); and,

**WHEREAS**, SFM has expertise in providing management services for athletic complex facilities throughout the United States; and,

**WHEREAS**, City is considering SFM to open, operate, and manage the Facility subject to the terms and conditions of a Facility Management Agreement (“Agreement”), which will set forth their mutual understanding regarding SFM’s facility management services to the City; and,

**NOW THEREFORE**, in mutual consideration of the terms and conditions set forth in this MOU, the receipt of sufficiency of which is hereby acknowledged, City and SFM hereby acknowledge and agree upon a mutual understanding of the following:

1. **RECITALS.** City and SFM acknowledge and agree the foregoing recitals are true and accurate and hereby incorporate the same herein as if set forth verbatim.
2. **PARTIES TO NEGOTIATE AGREEMENT.** This MOU does not bind the parties to reach an Agreement but rather authorizes Mayor D. Lynn Spruill to negotiate the terms of a Facility Management Agreement with SFM for SFM to manage the Facility. Both City and SFM agree that they will each make a good faith effort to agree on a final draft of a written Agreement for consideration by the City’s Board of Aldermen during its regular meeting on May 4, 2021.

This Memorandum of Understanding between **CITY OF STARKVILLE, MISSISSIPPI** and **SFM** is the entire understanding between the parties as to the negotiation of a Facility Management Agreement for the management of the Facility.

**City of Starkville, Mississippi**

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

Dated\_\_\_\_\_

Title\_\_\_\_\_

**Sports Facilities Management, LLC**

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

Dated\_\_\_\_\_

Title\_\_\_\_\_

**6. CONSIDERATION OF THE CONTRACT WITH GARETH CURTISS FOR THE DEVELOPMENT, CREATION AND INSTALLATION OF THE COOL PAPA BELL SCULPTURE TO BE LOCATED AT CORNERSTONE PARK.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a contract with Gareth Curtiss for the development, creation and installation of the Cool Papa Bell sculpture to be located at the new Cornerstone Sports Tournament facility” is enumerated, this consent item is thereby approved.

The signed agreement follows this page.

**7. CONSIDERATION TO APPOINT JESSICA HILL, THE SOLE APPLICANT, TO FILL AN EXPIRED TERM WITH THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES FOR A TERM ENDING SEPTEMBER 30, 2025.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to appoint Jessica Hill, the sole applicant, to fill an expired term with the Starkville-Oktibbeha County Public Library Board of Trustees for a term ending September 30, 2025” is enumerated, this consent item is thereby approved.

**8. CONSIDERATION TO AMEND THE APPOINTMENT EXPIRATION DATE OF KENNEDY NEAL TO THE STARKVILLE-OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES TO END SEPTEMBER 30, 2023.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to amend the appointment expiration date of Kennedy Neal to the Oktibbeha County Library Board to end September 30, 2023” is enumerated, this consent item is thereby approved.

**9. CONSIDERATION OF FAA – AIP GRANT 3-28-0068-026-2021 APPLICATION IN THE AMOUNT OF \$23,000.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the 2021 FAA ACRGP Grant Offer 3-28-0068-026-2021 in the Amount of \$23,000.00” is enumerated, this consent item is thereby approved.

The FAA – AIP Grant follows the agreement with Gareth Curtiss.

**10. CONSIDERATION OF AWARING THE MOWING AND MAINTENANCE BID FOR THE CITY OF STARKVILLE CEMETERIES TO HAMPTON YOUNG CORP., THE SOLE BIDDER.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to award the mowing and maintenance bid for the City of Starkville Cemeteries to Hampton Young Corp” is enumerated, this consent item is thereby approved.

Per cut bid prices:

|                                                         |          |
|---------------------------------------------------------|----------|
| Odd Fellows Cemetery Dr. Martin Luther King, Jr. Drive: | \$350.00 |
| Odd Fellows Cemetery University Drive:                  | \$850.00 |
| Brush Arbor Cemetery:                                   | \$200.00 |

**ARTIST COMMISSION AGREEMENT**

This Agreement (the "Agreement") is made as of this 20<sup>th</sup> day of April, 2021, by and between the CITY OF STARKVILLE, MS having an office at 110 West Main St., Starkville, MS 39759 ("the City") and GARETH CURTISS (the "Artist"), having an address at P.O. Box 319, 120 First Street North, Fortine, Montana 59918.

**RECITALS:**

A. The City wishes to commission and the Artist wishes to create an original work of art to be a sculpture of Cool Papa Bell exhibited at the Cornerstone sports tournament facility. The tentatively proposed title of the Work is: "Cool Papa Bell". This is a working title, and the parties acknowledge and agree it may change. The Board of Aldermen has reviewed and approved this work for installation.

B. The projected completion date will be on or before April 1, 2022.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

**1. COMMISSION.**

1.1 The Work. Subject to the terms and conditions set forth in this Agreement, the City commissions the Artist to create the Work of art described on Exhibit A (the "Work").

1.2 Services. The Artist agrees to provide personal services to conceive, develop, research and fabricate the Work in accordance with this Agreement.

**2. ARTIST RESPONSIBILITIES.**

2.1 Collaboration. During development of the Work, the Artist agrees to work with the City in good faith to ensure the Work is substantially responsive to the original concept.

2.2 Materials and Specifications. The Artist will have an engineering analysis completed on the Work to ensure stability and safety. The Artist further agrees that none of the materials included in the Work shall include any hazardous materials.

2.3 No Change After Approval. After the final form of the Work is approved by the City, the Artist may not substantially change or alter the Work without the City's prior written consent.

2.4 Site Conditions/Location. The Artist will inspect and approve the Pad/Site, access to the Site, security condition of the Site, and specific physical and environmental limitations of the Site.

2.5 Installation. In consultation with the Artist, the City will arrange a schedule for installing the Work. The Artist will be responsible for transporting the Work to the installation site and installing the Work in conjunction with the City.

2.5.A As set forth on Exhibit A, the Artist agrees to oversee the installation of the Work at the Site. The Artist agrees to provide the City with installation instructions and plans on or before the date set forth on Exhibit A.

2.5.B The Artist agrees to confer with the City as often as the City deems reasonably necessary to coordinate installation needs.

2.6 Shipping Instructions. The Artist certifies that the Work will be in such condition as to

withstand the ordinary strains of packing, transportation, and handling.

2.6.A Shipping of the Work to the Site will be coordinated directly between the Artist and the City. The Work and/or any components of the Work and materials needed for installation must arrive at the Site by the date set forth on Exhibit A.

2.7 Public Engagement. The Artist agrees to participate in reasonable public programming activities which may be organized by the City.

2.8 Site Compliance. The Artist, when on the premises, shall comply with all terms and conditions generally applicable to those performing services for the City, including, without limitation, safety procedures.

### **3. CITY OF STARKVILLE RESPONSIBILITIES.**

3.1 Reimbursement. The City will reimburse the cost of the Artist's direct, out-of-pocket expenses for materials, supplies, equipment, and production costs ("Artist's Expenses") required for creation of the Work based on, and as reflected in, the Budget contemplated under Section 5 in accordance with the payment schedule set forth on Exhibit A.

3.2 Security. The City shall provide periodic on-site inspection of the Work.

3.3 Site Preparation. The City shall pay for and arrange for the site to be prepared for the Work, consistent with the engineering analysis.

3.4 Installation. The City will be available to assist as needed with the installation of the Work.

3.5 Lighting. The City shall pay for and arrange for installation of any lighting surrounding the Work.

### **4. CREDIT LINES.**

4.1 Starkville Publication. Whenever the Work is exhibited, reproduced or published by The City, The City will include the credit line set forth on Exhibit A.

### **5. BUDGET, INVOICES.**

5.1 Budget. The Budget as approved will be appended to Exhibit A of this Agreement. In the event that the actual costs of creation, development, fabrication, and installation of the Work exceed the Budget, the Artist agrees to obtain written permission from the City to amend the budget. After approval, the Budget may be amended only with the City's prior, written consent. The Budget will become the basis for all compensation to the Artist.

### **6. COPYRIGHT AND REPRODUCTIONS.**

6.1 Artist Copyright. The Artist retains ownership of the copyright in the Work and in any plans, diagrams, drawings, and models of the Work produced by the Artist. The Artist represents and warrants to the City that the Work and any designs with respect to the Work will be original to the Artist and said designs and any installation instructions and any materials used in connection with the Work and that none of the Work, said designs, installation instructions or materials violate any third party's copyright or other intellectual property rights.

6.2 Artist License. The Artist hereby grants the City a non-exclusive, perpetual, worldwide

license, with right to sublicense, to reproduce and distribute images of the Work (via print and audiovisual media, the internet, and any other electronic, social or broadcast media, that the City determines appropriate). The City will give credit to the Artist as specified herein in any publication of an image featuring the Work.

6.3 Starkville License. The City grants the Artist a non-exclusive, perpetual, worldwide license, with right to sublicense, to reproduce and distribute the City's Documentation for archival, promotional, publicity, and educational purposes as Artist shall determine appropriate.

6.4 Public Photography of the Exhibition. Artist acknowledges and agrees that the Work will be shown as part of an outdoor, public setting and visitors are expected and authorized to photograph the Work for their own personal use.

7. Relationship. The Artist shall be an independent contractor as to any work or services performed under this Agreement and not an employee of The City of Starkville.

8. Non-Transferability. This Agreement is intended to secure the personal services of the Artist and shall not be transferred or assigned in any manner whatsoever without the prior written consent of the Artist and the City.

9. Dates. Time is of the essence. The dates set forth herein for performance by the Artist are critical and must be observed by the Artist.

10. Termination. This Agreement may be terminated by the City if the Artist is unable, for any reason, to conceive, develop, research, fabricate, or, if applicable, install the Work as agreed upon (except if the Artist's inability is caused by a breach by the City of its obligations hereunder), if the Artist fails to meet any of the dates set forth in this Agreement for performance by the Artist or otherwise breaches any of the Artist's obligations under this Agreement. If the City terminates this Agreement, the Artist will immediately repay to the City all sums paid to the Artist minus monies spent on materials and fabrication at the time of termination. If any equipment and/or materials have already been purchased, the Artist may keep those items.

11. Entire Agreement. This Agreement is the entire understanding between the Artist and the City and supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understandings related to this Agreement. The parties acknowledge that portions of Exhibit A may not be complete upon execution and they agree to work in good faith to complete any open items. Upon completion, Exhibit A shall be modified and the modified Exhibit A shall become an integral part of this Agreement.

12. Governing Law and Venue. 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. Venue for any dispute relating to this Agreement shall be in the Circuit Court of Oktibbeha County, Mississippi, or the United States District Court for the Northern District of Mississippi, Aberdeen Division, pursuant to proper subject matter jurisdiction.

13. Insurance. During the term of this Agreement, the Artist shall procure and maintain, at his 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 Work for limits of not less than \$1,000,000 for personal injury, death, or property damage out of any one occurrence. The Artist's insurance coverage shall be primary with respect to any other applicable insurance. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the Artist's insurance & shall not contribute to it.

14. Indemnification. The Artist 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 Work by the Artist.

15. Miscellaneous Terms.

15.1. This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

15.2. 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.

15.3. Any amendment to this contract must be done in writing and agreed upon by the parties.

15.4. The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SIGNATURES:



---

D. Lynn Spruill  
Mayor, The City of Starkville

---

Artist, Gareth Curtiss

**EXHIBIT A**

1. Site:  
Cornerstone Sports Tournament Facility
2. Artist Credit Line:  
\_\_\_\_\_, Gareth Curtiss
3. Artist: Gareth Curtiss
4. Description of the Work:
  - A. Title:(tentative) Cool Papa Bell
  - B. Medium: Public, outdoor sculpture
  - C. Materials: \_\_\_\_\_
  - D. Dimensions: \_\_\_\_\_
  - E. Maintenance Requirements: To be provided by the City of Starkville in cooperation with the Artist.
5. Date for Installation: In conjunction with Grand Opening of Cornerstone Park
6. Artist to Oversee Installation? Yes

7.. Payment Schedule:

30% due upon approval and execution of this Agreement. The City to approve payment application.

30% due upon completion of full size clay model. The City to approve payment application.

20% due upon completion of sculpture. The City to approve payment application.

20% due upon acceptance by the City of the completed Work. The City to approve payment application.

8. Rendering(s):9. Budget: Attached as Exhibit B

\*This budget applies to the rendering(s) submitted. If the size or design changes, the budget is subject to change.

**EXHIBIT B**

## Budget

Artist's Fee \$30,000

---

Professional Services

Engineering \$3,000 (estimate)

---

Bronze Statue Mold making, Casting and Finishing

Mold Making \$20,000 (estimate)

(materials; 100 gallons rubber, 50 gallons of fiberglass resin, fiber glass cloth, brushes & misc + Labor)

Lost Wax Bronze Casting & Finishing \$25,000 (estimate)

(materials; 1,500 lbs Bronze, 1,500 lbs of refractory shell material, 30 lbs welding rod, Argon, 600 gallons of propane, sprue wax, bulk wax & misc + Labor)

---

Transportation

crating & shipping \$7,000 (estimate)

My travel & lodging \$4,000 (estimate)

Installation \$1,000 or much less dependent upon if equipment rental needs to be arranged by me.

---

Contract Amount \$90,000  
(not to exceed)



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southern Region  
Mississippi

FAA JAN ADO  
100 W. Cross St.  
Suite B  
Jackson, MS 392082307

### CRRSA Transmittal Letter

April 6, 2021

Mayor Lynn Spruill  
City of Starkville  
Starkville, Mississippi  
l.spruill@cityofstarkville.org

Dear Mayor Spruill:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-28-0068-026-2021 for George M Bryan Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 6, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Rans Black". The signature is fluid and cursive, with the first name "Rans" and last name "Black" clearly distinguishable.

Rans Black  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date April 6, 2021

Airport/Planning Area George M Bryan Airport

ACRGP Grant Number 3-28-0068-026-2021

Unique Entity Identifier 095707444

TO: City of Starkville, Mississippi  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 19, 2021, for a grant of Federal funds at or associated with the George M Bryan Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the George M Bryan Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

reimburse airport operational and maintenance expenses directly related to George M Bryan incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$23,000, allocated as follows:  
  
\$23,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 6, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**13. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.**14. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.**15. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.**16. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

**17. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or
    - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

**20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. A Federal or State regulatory enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

### **SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS**

#### **CONDITIONS FOR ROLLING STOCK/EQUIPMENT -**

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### **CONDITIONS FOR UTILITIES AND LAND -**

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 6, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

Rans D. Black

*(Typed Name)*

Manager, Jackson Airports District Office

*(Title of FAA Official)*

## Part II - Acceptance

---

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated

City of Starkville, Mississippi

*(Name of Sponsor)*

*(Signature of Sponsor's Designative Official/Representative)*

**By:**

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:**

*(Title of Sponsor's Designative Official/Representative)*

---

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
(Signature of Sponsor's Attorney)

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES****AIRPORT SPONSORS**

---

**A. General.**

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

**B. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

**FEDERAL LEGISLATION**

---

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. <sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

---

**EXECUTIVE ORDERS**

---

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

---

**FEDERAL REGULATIONS**

---

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>3, 4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. <sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). <sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). <sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. <sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

---

**FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

---

**SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

**1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

#### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

#### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **20. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Starkville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 19, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**11. CONSIDERATION OF FP 21-02: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING 20.75 ACRES LOT INTO 79 LOTS ON THE WEST SIDE OF SOUTH MONTGOMERY STREET +/-330FT SOUTH OF THE INTERSECTION WITH LYNN LANE DIRECTLY SOUTH OF THE MAISON DE VILLE SUBDIVISION IN A TN-N ZONING DISTRICT WITH PARCEL NUMBERS 102I-00-005.00, 102I-00-006.00 AND 102I-00-002.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval of FP 21-02: a request for Final Plat approval for subdividing a 20.75 acres lot into 79 lots on the west side of South Montgomery Street +/-330ft south of the intersection with Lynn Lane directly south of the Maison De Ville subdivision in a TN-N zoning district with parcel numbers 102I-00-005.00, 102I-00-006.00 and 102I-00-002.00 with recommended conditions” is enumerated, this consent item is thereby approved.

The applicant Willis Owens of Pritchard Engineering, on behalf of Andy Fornea, is requesting Final Plat approval for “Oakvale Subdivision” subdivision. The proposed subdivision has a gross acreage is +/- 20.75 acreage with a total of 79 lots. The proposed gross density is 3.81 units per acre. The applicant has requested to bond all unfinished infrastructure related items in the final plat. The following conditions apply:

1. Prior to execution of the Certificate of Final Approval by City Staff, the proposed covenants shall be revised and approved by the City Attorney and shall include the creation of a Homeowner's Association (HOA) for the long-term maintenance of common areas, private piping, stormwater management areas, private alley and any custom signage within the subdivision along with the City's standard hold-harmless and indemnification clause.
2. Prior to execution of the Certificate of Final Approval by City Staff, an approved form of surety and the accompanying agreement for the completion of unfinished items shall be provided. The form of surety and agreement shall be reviewed by the City Attorney and determined to be acceptable. The amount of the surety shall be reviewed by the City Engineer and determined to be acceptable based on the provided cost estimate.
3. The placement of water meters by Starkville Utilities shall not take place until the release of all bond items related to the water and sanitary sewer infrastructure.
4. The Homeowners Association (HOA) and/or Developer shall own and maintain the water system until all bonds are released. The HOA and/or Developer shall be responsible for any water leaks until all bonds are released. Responsibility for the water system shall begin at the ROW of the site on Lynn Lane, and South Montgomery.
5. The Homeowners Association (HOA) and/or Developer shall own and maintain the sanitary sewer system until all bonds are released. Responsibility for the sanitary sewer system shall begin at the inlet into manhole (MH1).
6. Prior to issuance of any Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for any structure on any lot within the subdivision, the following items shall be completed or provided to City Staff:
  - a. As-built drawings signed/stamped by a licensed PE meeting City of Starkville requirements and any requested supporting information.
  - b. All required test and material reports as outlined in the Subdivision Testing requirements and Processes and the Subdivision Testing Schedule.
  - c. All required infrastructure as illustrated on the approved infrastructure plan “IP 19-02 Valentine Property” approved on December 30, 2019 has been fully completed, inspected, tested, and approved by the City of Starkville Community Development Department, Engineering Department, and Starkville Utilities.
  - d. Revise Final plat as necessary to adjust easements, public rights-of-way, or lots based on the final, as-built infrastructure construction.
7. Prior to execution of the Certificate of Final Approval by City Staff, the developer shall have the slotted curb median installed on South Montgomery to the satisfaction of City Staff.
8. Prior to execution of the Certificate of Final Approval by City Staff, the developer shall have installed the base layer of asphalt to the satisfaction of City Staff.

**12. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR TESTING SERVICES FOR THE OLD WEST POINT ROAD BRIDGE PROJECT FROM SPRINGER ENGINEERING IN THE AMOUNT OF \$7,290.00 AND AUTHORIZING THE MAYOR TO EXECUTE A TESTING PROPOSAL.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lower quote of \$7,290.00 for testing services for the Old West Point Road Bridge Project from Springer Engineering and authorizing the Mayor to execute a testing proposal” is enumerated, this consent item is thereby approved.

Two quotes were received: Burns Cooley Dennis: \$22,000.00 and Springer Engineering: \$7,290.00

**13. CONSIDERATION OF APPROVAL OF THE CITY OF STARKVILLE STANDARDS OF DESIGN AND SPECIFICATIONS POLICY.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville Standards of Design and Specifications Policy” is enumerated, this consent item is thereby approved.

**14. ACCEPTANCE OF THE MARCH FINANCIAL STATEMENTS.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the March financial statements” is enumerated, this consent item is thereby approved.

**15. CONSIDERATION TO HIRE JARROD WOMACK AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Jarrod Womack as a Maintenance Worker in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

**16. CONSIDERATION TO TRANSFER DONNIE SCALES FROM THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT TO THE STREET DEPARTMENT AS AN EQUIPMENT OPERATOR.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to transfer Donnie Scales from the Sanitation & Environmental Services Department to the Street Department as an Equipment Operator” is enumerated, this consent item is thereby approved.

**17. CONSIDERATION TO HIRE ARCHIE STALLINGS AS AN ENTRY LEVEL FIREFIGHTER AND TO HIRE AUSTIN MASK AND DYLAN ROCKWELL AS PART-TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Archie Stallings as an Entry Level Firefighter and to hire Austin Mask and Dylan Rockwell as part-time Firefighters in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

**18. CONSIDERATION TO HIRE SARAH BURTON, CAYLA DAVIS, ZAVIEN LANDFAIR AND ANNA D' AQUILLA AS PART TIME RECREATION AIDES FOR THE PARKS AND RECREATION DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Sarah Burton, Cayla Davis, Zavien Landfair and Anna D' Aquilla as Recreation Aides for the Parks and Recreation Department" is enumerated, this consent item is thereby approved.

**19. CONSIDERATION TO HIRE GRIFF LIPPINCOTT AND DREW LEE AS PARKS GROUNDS MAINTENANCE FOR THE PARKS AND RECREATION DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Griff Lippincott and Drew Lee as Parks Grounds Maintenance for the Parks and Recreation Department" is enumerated, this consent item is thereby approved.

**20. CONSIDERATION TO HIRE TYSON MALIK TATE AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Tyson Malik Tate as a Maintenance Worker in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

**21. CONSIDERATION TO ADVERTISE FOR A HUMAN RESOURCES ASSISTANT/TRAINING COORDINATOR IN THE HUMAN RESOURCES DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a Human Resources Assistant/Training Coordinator in the Human Resources Department" is enumerated, this consent item is thereby approved.

**22. CONSIDERATION TO ADVERTISE FOR A PERMIT SERVICES TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a Permit Services Technician in the Community Development Department" is enumerated, this consent item is thereby approved.

**23. CONSIDERATION TO APPROVE PRYROSHOW CONTRACT FOR THE 4TH OF JULY FIREWORKS DISPLAY INCLUDING A 50% DEPOSIT PAYMENT OF \$5,100.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the PyroShow contract for the 4<sup>th</sup> of July fireworks display including a 50% deposit payment of \$5,100.00" is enumerated, this consent item is thereby approved. A copy of the contract appears on the following page.

**Contract Agreement**

**This Agreement** made this 9<sup>th</sup> day of April, 2021, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1<sup>st</sup> Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **City of Starkville, MS** with its principle place of business located at 110 W Main St, Starkville, in the State of Mississippi, hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #21-MS-07-04-C-10200-000207 dated this 9<sup>th</sup> day of April, 2021. The Show will be given on the 4<sup>th</sup> day of July, 2021. Rain date/postponement date: 0 day of 0.
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- ~~VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.~~
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. ~~Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval.~~ This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. ~~It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.~~ For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. ~~Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney at Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.~~
- XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. **PAYMENT TERMS:** City of Starkville shall pay PYRO SHOWS \$10,200.00 plus applicable taxes in the amount of \$0 for a grand total of \$10,200.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$5,100.00) upon return of signed contract by May 9, 2021. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
- IMPORTANT:** Checks must be made payable to PYRO SHOWS, INC.
- All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.
- IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: Michael E. Walden  
Michael E. Walden, Vice President

DATE: 4/26/2021

CUSTOMER  
BY: [Signature] D. Lynn Spruill MAYOR DATE: 4-21-21  
Signature Printed Name Title

**WARRANTY EXCLUSIONS**

~~EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~



~~No representation or affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.~~

~~IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.~~



**24. CONSIDERATION OF UPDATED CHANGE ORDER #2 WITH T & M STEEL ERECTORS, INC. REPLACING INCORRECT CHANGE ORDER PRESENTED APRIL 6, 2021, REFLECTING CORRECT BEGINNING CONTRACT AMOUNT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the change order for additional conduits for quad A,B,C at a price of \$55,426.00, in that the previous change order had the incorrect contract amount and is being lowered to the correct amount” is enumerated, this consent item is thereby approved.

The correct change order follows this page.

**25. CONSIDERATION FOR TWO OFFICERS TO ATTEND A STREET DRUG CONFERENCE IN SOUTHAVEN APRIL 25 – 29, 2021, WITH A TOTAL COST NOT TO EXCEED \$850.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Starkville Police Dept. Officers Pearson and Jarvis to attend a Street Drugs Training in Southaven, MS from April 25-29, 2021 with a cost not to exceed \$850.00” is enumerated, this consent item is thereby approved.

**26. CONSIDERATION OF CALLING FOR AN ADDITIONAL PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 305 EVERGLADE AVENUE, BUILDINGS 4, 5 AND 8, WITH PARCEL NUMBER 118K-00-016.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY SUCH THAT DEMOLITION COULD OCCUR.**

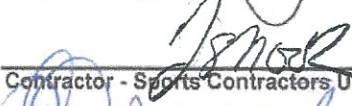
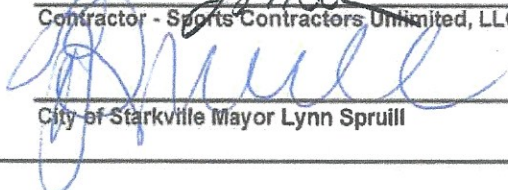
Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for an additional public hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 305 Everglade Avenue, Buildings 4, 5 and 8, with parcel number 118K-00-016.00 are menaces to the public health, safety, and welfare of the community such that demolition could occur” is enumerated, this consent item is thereby approved.

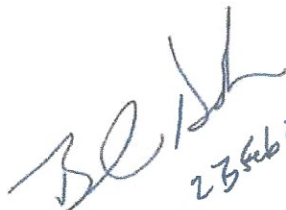
**27. CONSIDERATION TO DECLARE THE ELECTRIC DIVISION 2011 FORD RANGER SC XTL (VIN:1FTKR1ED8BPA49831) PICKUP TRUCK AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST NOT TO EXCEED \$21,000.00.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to declare the Electric Division 2011 Ford Ranger SC XTL (vin:1FTKR1ED8BPA49831) pickup truck as surplus and to auction on govdeals, and authorization to purchase a vehicle replacement from state contract at a cost not to exceed \$21,000.00” is enumerated, this consent item is thereby approved.

**28. CONSIDERATION TO REPLACE THE EXISTING HOMA #AKX1668-5207129HL/S-S/N # 228140-HP 129-VOLTS 460-RPM 893 WITH A NEW HOMA # AKX1668-520/1219HU FM AS A SOLE SOURCE REQUEST, NOT TO EXCEED \$70,000 IN ACCORDANCE WITH MISSISSIPPI CODE SECTION 31-7-13, (M) (viii), DUE TO LIMITATIONS ASSOCIATED WITH EXISTING PUMP STATION PIPING AT THE INFLUENT LIFT STATION FOR THE WASTEWATER PLANT.**

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the April 20, 2021 Official Agenda, and to accept items for consent, whereby the “approval to replace the existing Homa # AKX1668-5207129HL/S-S/N # 228140-HP 129-Volts 460-RPM 893 with a new Homa # AKX1668-520/1219HU FM as a sole source request and in accordance with MS Code Section 31-7-13, (M) (viii), not to exceed \$70,000. The Homa pump is the only pump that will fit into the current piping configuration, and it will come with a one-year manufacturer’s warranty in that rebuilding the existing pump would cost approximately \$50,000 and would carry no warranty” is enumerated, this consent item is thereby approved.

| <b>Cornerstone Park Field Installation</b><br><b>CONTRACT CHANGE ORDER FORM</b>                                                                                                                            |                                                                                                                                       |                                |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|
| <b>CONTRACT FOR:</b>                                                                                                                                                                                       | Cornerstone Park Field Installation                                                                                                   | <b>CHANGE ORDER NO. 1</b>      |                                |
| <b>OWNER:</b>                                                                                                                                                                                              | City of Starkville                                                                                                                    | <b>DATE:</b>                   | 2/23/2021                      |
| <b>CONTRACTOR:</b>                                                                                                                                                                                         | Sports Contractors Unlimited, LLC                                                                                                     |                                |                                |
| <b>You are hereby requested to comply with the following changes from the contract plans and specifications:</b>                                                                                           |                                                                                                                                       |                                |                                |
| ITEM NO.                                                                                                                                                                                                   | DESCRIPTION OF CHANGES                                                                                                                | DECREASE IN<br>CONTRACT AMOUNT | INCREASE IN<br>CONTRACT AMOUNT |
| 1                                                                                                                                                                                                          | Deduct sod in outfields of 10 fields                                                                                                  | (\$78,600.00)                  |                                |
| 2                                                                                                                                                                                                          | Install sprigs in lieu of sod in 10 outfields                                                                                         | (\$117,900.00)                 |                                |
| 3                                                                                                                                                                                                          | Sod allowance                                                                                                                         |                                | \$31,500.00                    |
| 4                                                                                                                                                                                                          | Install sleeves in parking lot for irrigation                                                                                         |                                | \$30,500.00                    |
| <b>TOTALS</b>                                                                                                                                                                                              |                                                                                                                                       | (\$196,500.00)                 | \$62,000.00                    |
|                                                                                                                                                                                                            |                                                                                                                                       | <b>OVERALL TOTAL</b>           | -\$134,500.00                  |
| <b>JUSTIFICATION:</b> Timing of installation allows contractor to use sprigs in outfield areas. Sleeves in the parking lot were originally discussed during Phase 1, but a change order was not submitted. |                                                                                                                                       |                                |                                |
| The amount of the Original Contract was:                                                                                                                                                                   |                                                                                                                                       |                                | \$2,685,960.00                 |
| Change Order #1 increased the contract amount by:                                                                                                                                                          |                                                                                                                                       |                                | (\$134,500.00)                 |
| The Contract Total including this change order will be:                                                                                                                                                    |                                                                                                                                       |                                | \$2,551,460.00                 |
| The Original Contract Completion Date was:                                                                                                                                                                 |                                                                                                                                       |                                | September 20, 2021             |
| Change Order 1 increased the Contract Completion Date by the following # of days:                                                                                                                          |                                                                                                                                       |                                | "0"                            |
| The new Contract Completion Date will be:                                                                                                                                                                  |                                                                                                                                       |                                | September 20, 2021             |
| <b>This document will become a supplement to the signed contract agreement and all provisions will apply hereto.</b>                                                                                       |                                                                                                                                       |                                |                                |
| Requested                                                                                                                                                                                                  | <br>Phase Manager - David D'Aquila                 |                                | 02-23-01<br>Date               |
| Recommended                                                                                                                                                                                                | <br>Project Manager - Sam Henry                    |                                | 02-23-21<br>Date               |
| Accepted                                                                                                                                                                                                   | <br>Contractor - Sports Contractors Unlimited, LLC |                                | 4-27-21<br>Date                |
| Approved                                                                                                                                                                                                   | <br>City of Starkville Mayor Lynn Spruill          |                                | 3-3-21<br>Date                 |

  
 23 Feb 21

**ANNOUNCEMENTS AND COMMENTS:****MAYOR'S COMMENTS:**

Mayor Spruill noted that this would be the last Board meeting for Calvin Ware and thanked him for his years of service.

**BOARD OF ALDERMEN COMMENTS:**

Alderman Carver asked about the status of the annexation. City Attorney Latimer stated there would probably be a ruling after June. Alderman Carver then inquired as to the mural being painted on the Cadence Bank wall. Mayor Spruill noted the title is "City Hall to Lee Hall" with murals being painted of historical buildings by MSU Students.

Alderman Walker thanked all first responders for their work the past Super Bulldog weekend. It was the first time the City has seen crowds since Covid began a year prior.

Alderman Beatty noted Mr. Ware will be missed and hoped the citizens help their community by recycling and picking up litter when possible. He noted the City needs to address youth violence and pursue preventive measures.

Alderman Perkins thanked Mr. Ware for his years of service and working together. He then asked Chief Ballard for an update of recent youth violence.

Chief Ballard updated the Mayor and Board on recent youth violence and crime. He noted several options for Starkville. These included mentorship, community support, prevention measures, looking at establishing a local juvenile facility, and curfews.

**CITIZEN COMMENTS:**

Alvin Turner, Ward 7, stated he felt people outside Starkville were coming to the City to cause trouble and that all people need to come together and work with the youth.

**PUBLIC APPEARANCE:**

Tomeka Rhine, Project Manager with Prairie Opportunity informed the Mayor and Board that Prairie Opportunity had received funds to provide payroll for youth to work for the summer and would like to partner with the City of Starkville. The program would like to place approximately fifteen workers May 31 through August 6 throughout the City departments to learn work skills and build relationships.

**PUBLIC HEARINGS:****THIRD OF THREE PUBLIC HEARINGS AND CONSIDERATION FOR AMENDING THE UNIFIED DEVELOPMENT CODE, UPDATING THE TECHNICAL CODES AND THE NEW 2021 BUILDING AND FIRE CODE ADOPTION.**

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

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

**29. CONSIDERATION OF AMENDING THE UNIFIED DEVELOPMENT CODE, UPDATING THE TECHNICAL CODES AND THE NEW 2021 BUILDING AND FIRE CODE ADOPTION.**

Alderman Walker, duly seconded by Alderman Beatty, offered a motion to amend the Unified Development Code, updating the Technical Codes and the new 2021 Building and Fire Code Adoption. The Board voted as follows:

|                            |            |
|----------------------------|------------|
| Alderman Ben Carver        | Voted: Nay |
| 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.

Full Code can be found at:

**Unified Development Code**

UDC Proposed Revisions 4-20-21

<https://www.cityofstarkville.org/DocumentCenter/View/3731/UDC-Revisions-Chart-4-20-21>

UDC Draft 4.20.21

<https://www.cityofstarkville.org/DocumentCenter/View/3729/UDC-Draft-4-20-21>

UDC Removed Text 4.20.21

<https://www.cityofstarkville.org/DocumentCenter/View/3730/UDC-Removed-Text-4-20-21>

**Technical Codes**

TC Proposed Updates

<https://www.cityofstarkville.org/DocumentCenter/View/3672/TC-Proposed-Update>

The update of the Technical Codes is to the 2020 National Electric Code, 2021 International Building, Residential, Fire, Mechanical, Plumbing, Fuel, Gas, Property Maintenance, and Swimming Pool and Spa code with recommended amendments. Two additional codes included are the 2021 edition of the International Existing Building Code and the 2017 edition of the ICC Accessible and Usable Buildings and Facilities.

**PUBLIC HEARING AND CONSIDERATION OF SE 21-02: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN EXPANSION OF A NONCONFORMING USE IN A T5-C ZONING DISTRICT AT 112 MILL STREET WITH THE PARCEL NUMBER 101D-00-321.00.**

City Planner Daniel Havelin presented SE 21-02. This is a request by Mark Castleberry to allow for an expansion of a nonconforming use in a T5-C zoning district at 112 Mill Street. The applicant is seeking a Special Exception to expand an existing detached dwelling. The Use Chart in Section 13.3 of the Unified Development Code lists detached dwellings as “not permitted” in a T5-C zoning district. Therefore, the existing detached dwelling is a legal nonconforming use. Section 3.17.2.A of the Unified Development Code allows for the expansion of a nonconforming use if approved as part of a special exception or use exception. Since the request involves the expansion of a building, the special exception process is required. The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

Mayor Spruill opened a Public Hearing and called for comments. There being no comments, the Mayor announced the public hearing closed.

**30. CONSIDERATION OF SE 21-02: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN EXPANSION OF A NONCONFORMING USE IN A T5-C ZONING DISTRICT AT 112 MILL STREET WITH PARCEL NUMBER 101D-00-321.00.**

Alderman Beatty, duly seconded by Alderman Sistrunk, offered a motion to approve SE 21-02: a request for Special Exception to allow for an expansion of a nonconforming use in a T5-C zoning district at 112 Mill Street with parcel number 101D-00-321.00. 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.

**31. CONSIDERATION OF THE HIRING OF PAUL ALCANTAR AS A SANITATION DIRECTOR IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.**

Mr. Paul Alcantar was on Google Meets and discussed his work experience. He answered questions of the Mayor and Board. Alderman Beatty, duly seconded by Alderman Little, offered a motion to hire Mr. Paul Alcantar as the Director of the Starkville Sanitation and Environmental Services Department at an annual salary of \$75,000 beginning June 1, 2021. 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.

**32. DISCUSSION AND CONSIDERATION OF THE STATUS OF THE SEVENTH RESOLUTION OF THE CITY OF STARKVILLE DECLARING ADDITIONAL MEASURES FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES.**

Mayor Spruill recommended rescinding the Seventh Resolution on a date certain on a finding of fact that vaccines are now widely available and the hospitals are not reporting Covid cases to the level as they previously have seen. Additionally, Mississippi State University has announced plans to lift its mask requirement April 30, 2021.

Alderman Carver asked to lift the mask requirement effective immediately.

Alderman Walker, duly seconded by Alderman Vaughn, offered a motion to rescind the Seventh Resolution of the Mayor and Board of Aldermen of the City of Starkville, MS declaring additional measures for the control of contagious and infectious diseases and for the protection of public health and welfare and for related purposes, with such rescission to become effective at 12:01 a.m. May 1, 2021, based on the following findings:

- Since March 1, 2021, OCH has shown sufficient capacity in both medical / surgical beds and ICU beds to serve the local population. Statewide Covid hospitalization rates have also declined.

- Recent 7-day averages in number of Covid cases in MS are currently in a range well below peak numbers and well below the range when the Seventh Resolution was adopted in July 2020.
- Vaccinations are readily available to anyone who wants a vaccination, and vaccination rates are higher among vulnerable populations. Over 50% of MS's population has received at least one dose / vaccination shot.
- The rescission date aligns with Mississippi State's current indication to remove the mask requirement for interior spaces on April 30, 2021, such that MSU and Starkville can be consistent across our greater community.
- Spring and summer weather incentivizes outdoor gatherings, which has been proven to reduce the risk of Covid-19 transmission.
- Nothing associated with this motion prohibits individuals from wearing masks as a matter of personal choice or prohibits private businesses from requiring customers and patrons to wear masks.

The Board voted as follows:

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

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

**33. CONSIDERATION OF FP 21-03: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING OF THREE PARCELS IN THE GREENBRIAR SUBDIVISION LOCATED AT THE SOUTH END OF DAY LILY DRIVE, 100 FOLEY DRIVE, AND 102 FOLEY DRIVE IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBERS 106C-00-035.03, 106C-00-091.00, AND 106C-00-092.00.**

Mayor Spruill recused herself and Vice Mayor Perkins chaired this item.

Daniel Havelin presented FP 21-03: a request for Final Plat approval for subdividing and reconfiguring of three parcels in the Greenbriar Subdivision located at the south end of Day Lily Drive, 100 Foley Drive, and 102 Foley Drive in a SD-2 zoning district with parcel numbers 106C-00-035.03, 106C-00-091.00, and 106C-00-092.00. The applicant Harry Bell III of B S Development, LLC is requesting Final Plat approval for the "Greenbriar Phase 11-B" subdivision. The purpose of the subdivision request is to add additional area to the rear of 100 and 102 Foley Drive. The remaining area will remain undeveloped. The proposed subdivision is located at the south end of Day Lily Drive, 100 Foley Drive, and 102 Foley Drive in a SD-2 zoning district.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve Final Plat 21-03. 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: Non-voting chair of the item.

Alderman Henry Vaughn, Sr. Voted: Yea

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

Mayor Spruill re-entered the room and chaired the meeting.

### **34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET**

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 13, 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. 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   | \$ 830,045.13   |
| Restricted Police Fund     | 002   | 266.72          |
| Restricted Fire Fund       | 003   | 40,954.00       |
| Airport Fund               | 015   | 1,085.14        |
| Sanitation                 | 022   | 51,080.19       |
| Industrial Park Bond       | 303   | 1,881.25        |
| Public Improvement Bonds   | 319   | 8,690.00        |
| Park and Rec, Tourism      | 375   | 43,750.00       |
| Park Bond - 2020           | 380   | 88,073.82       |
| Sub Total Before Utilities |       | \$ 1,065,826.25 |
| Utilities Dept.            | SED   | 2,285,011.18    |
| Total Claims               | Total | \$ 3,350,837.43 |

### **35. DISCUSSION AND CONSIDERATION OF APPROVAL TO PROCEED AS AN EMERGENCY PURCHASE FOR THREE (3) VARIABLE FREQUENCY DRIVERS (VFD) AT THE TRIM CANE PUMP STATION THAT WERE DAMAGED DUE TO LIGHTNING IN AN AMOUNT NOT TO EXCEED \$21,000.00 PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.**

Utilities Director Terry Kemp presented a request as to the need to proceed as an emergency purchase for three (3) variable frequency drivers (VFD) at the Trim Cane pump station that were damaged due to lightening in an amount not to exceed \$21,000.00. Due to the damage the pump is currently out of service.

Alderman Walker, duly seconded by Alderman Little, offered a motion to proceed as an emergency purchase for three (3) variable frequency drivers (VFD) at the Trim Cane pump station that were damaged due to lightening in an amount not to exceed \$21,000.00. Per Mississippi code section 31-7-13(k) and that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority

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.

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

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

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

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

### **37. A MOTION TO ENTER EXECUTIVE SESSION.**

Alderman Little offered a motion to enter Executive Session for the purpose of discussion of the job performance of an employee in the Police department. Following a second by Alderman Beatty, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion of the job performance of an employee in the Police department. At this time, the Board entered Executive Session.

**38. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.**

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

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

**39. CONSIDERATION OF A MOTION TO END THE SUSPENSION OF A STARKVILLE POLICE OFFICER.**

Alderman Carver offered a motion to end the suspension of a Starkville Police Officer. Alderman Little seconded the motion and the Board voted as follows:

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

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

**40. MOTION TO ADJOURN UNTIL MAY 4, 2021 @ 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 adjourn the meeting until May 4, 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)