

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
June 15, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on June 15, 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 Vaughn asked that the minutes of May 18, 2021 be added to the consent agenda.

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 Little offered a motion, duly seconded by Alderman Carver, to approve the June 15, 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, JUNE 15, 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 MAY 18, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MAY 28, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

THIRD PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE ESTABLISHING A JUVENILE CURFEW AND TRUANCY LAW.

IX. MAYOR'S BUSINESS

1. CONSIDERATION OF A FORM USE LICENSE AGREEMENT TO BE ADMINISTERED BY CSP SPORTS FACILITY MANAGEMENT, LLC AT CORNERSTONE PARK.

2. CONSIDERATION OF SFM PRO FORMA PRE-OPENING AND FIRST YEAR BUDGET FOR MANAGEMENT AND OPERATION OF CORNERSTONE PARK.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR AN ASSISTANT CITY CLERK IN THE CITY CLERK/ FINANCE & ADMINISTRATION DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE ANNE WELCH AS A PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

X. BOARD BUSINESS

1. CONSIDERATION OF THE RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, APPROVING THE ASSIGNMENT OF THE AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT FROM CASTLE STARKVILLE, LLC TO TRIANGLE CROSSING, LLC, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE GARGAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021 AUTHORIZING THE CITY TO REIMBURSE TRIANGLE CROSSING, LLC AS THE DEVELOPER, FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED \$4,250,000, IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

2. DISCUSSION AND CONSIDERATION TO BAN BIRD SCOOTERS FROM THE CITY.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO PURCHASE ONEENGENIUS DURAFON PHONE SYSTEM (BASE WITH FIVE COMBINATION PHONE / WALKIE HANDSETS) PLUS ONE OUTSIDE ANTENNA AND ONE LIGHTNING PROTECTOR FOR THE AMOUNT OF \$3,189.98 TO BE PURCHASED WITH A FAA GRANT.
2. REQUEST APPROVAL TO ACCEPT LOWER QUOTE FROM OKTIBBEHA COUNTY CO-OP IN THE AMOUNT OF \$16,900.00 FOR ONE WOODS TBW144 TURF BATWING FINISH MOWER TO BE PURCHASED WITH A FAA GRANT.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF A SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2021 BULLDOG BASH ON SEPTEMBER 17, 2021 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF \$6,094.15 FOR THE MAXWELL STREET SIDEWALK PROJECT FROM AVELIA CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
2. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF \$9,500.00 FOR THE NORTHSIDE DRIVE INLET UPDATE PROJECT FROM H&H CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 8, 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 MAY FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE MOLLY BEARS AS A PERMIT SERVICES TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE MARTIN HALL AND HUNTER KOZLOW AS ENTRY LEVEL FIREFIGHTERS AND AUSTIN MASK AND DYLAN ROCKWELL AS CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE JAKOBE ARRINGTON, JAYLON BROWN, CHARLES HOGAN, AND DEROMEIO MILLER AS MAINTENANCE WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE MICHAEL HUNT AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE ASHLEY BOYD AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST AUTHORIZATION TO ACCEPT LOWEST BID FROM BOYD TREE SERVICE IN THE AMOUNT OF \$30,625.00 TO TRIM 45 TREES, REMOVE 37 TREES AND GRIND 37 STUMPS.
2. REQUEST AUTHORIZATION TO ACCEPT THE CHANGE ORDER FOR T&M STEEL ERECTORS FOR THE AMOUNT OF \$150,000.00 TO ADD A HOOD VENT TO MAIN PAVILION INCLUDING PLUMBING, MECHANICAL, ELECTRICAL AND ACCESS PANELS FOR PLUMBING CHASES IN BUILDINGS AND CONSULTANT FEES.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUESTING APPROVAL TO ALLOW EIGHT STARKVILLE POLICE DEPARTMENT SUPERVISORS ATTEND BURDEN OF COMMAND TRAINING, JUNE 29 – JULY 1, 2021, LOCATED IN LOWNDES COUNTY AT A TOTAL COST OF \$1200.00.
- b. REQUESTING APPROVAL TO ALLOW CPL. CHRIS GREGORY, TO ATTEND FIELD TRAINING OFFICER CERTIFICATION, JUNE 29-JULY 1, 2021, LOCATED AT CAMP SHELBY, MS; AT A COST OF \$480.00.
- c. REQUEST APPROVAL FOR THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR THE FY21 OJJDP 100% REIMBURSABLE COMPREHENSIVE YOUTH VIOLENCE PREVENTION AND REDUCTION PROGRAM.
- d. REQUEST APPROVAL FOR THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR 80/20 REIMBURSABLE GRANT FUNDING OF THE FY21 DEPARTMENT OF

JUSTICE COPS HIRING GRANT FOR THE HIRING OF ADDITIONAL POLICE OFFICERS.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID FOR THE CONSTRUCTION OF THE STARKVILLE 161/69KV PRIMARY SUBSTATION RENOVATIONS FROM CHANCELLOR, INC. IN THE AMOUNT OF \$685,676.00.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FOR THE SUBSTATION CONTROL HOUSE FROM MODULAR CONNECTIONS, LLC IN THE AMOUNT OF \$361,727.00 FOR THE STARKVILLE 161/69KV PRIMARY SUBSTATION.

3. REQUEST AUTHORIZATION TO PURCHASE A 4" WATER METER SET-UP FROM CENTRAL PIPE SUPPLY INC., THE SOLE SOURCE BADGER DISTRIBUTOR IN MISSISSIPPI, IN THE AMOUNT OF \$5,123.05 FOR THE CORNERSTONE PARK PROJECT UPON PAYMENT BY CONTRACTOR FOR METER PURCHASE AND TAP INSTALLATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Pending Litigation

XV. OPEN SESSION

XVI. ADJOURN UNTIL JULY 6, 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 – 25:

2. CONSIDERATION OF THE MINUTES OF THE MAY 18, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the May 18, 2021 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MAY 28, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the May 28, 2021 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF A FORM USE LICENSE AGREEMENT TO BE ADMINISTERED BY CSP SPORTS FACILITY MANAGEMENT, LLC AT CORNERSTONE PARK.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the "approval of a form use license agreement to be administered by CSP SFM, LLC at Cornerstone Park" is enumerated, this consent item is thereby approved.

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT ("Agreement"), made and entered into as of the _____ day of _____, 2021, by and between _____ (**Name**) of _____ (**Address**) ("Licensee") and the City of Starkville dba Cornerstone Park of Highway 25 South, Starkville, Mississippi ("Licensor") by and through CSP SFM, LLC, acting as its agent.

WHEREAS, Cornerstone Park (the "Facility"), is located at Highway 25 South, Starkville, Mississippi and is owned by Licensor. Licensor desires to grant to Licensee, and Licensee hereby accepts from Licensor, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, inconsideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows.

1. **Use of the Facility.**

Licensor hereby grants to Licensee, upon the terms and conditions hereinafter expressed, a license to use the _____ (**Description of courts, etc.**) of the Facility, for the purpose of _____ (**Description of the sport and/or the event**), from _____ a.m./p.m. on _____, 2021 until _____ a.m./p.m. on _____, 2021.

2. **License Fee, Ticketing and Housing Bureau.** In consideration of the grant of the license described above, Licensee shall pay to Licensor a fee of _____ Dollars and _____ Cents (\$_____). Except as may be otherwise provided herein, the license fee is non-refundable.

3. **Advance Deposit Fee and Payment Terms.** Licensee will pay to Licensor \$_____ of the License fee upon execution of this Agreement by Licensee. The balance of the fee is due _____, 2021.

4. **Additional Fees and Charges.** Licensee understands that the above fees are for use of the specific areas of the Facility described above and do not include charges for parking lot exhibits or any additionally requested services or materials, including but not limited to: equipment, personnel, utilities, security, catering, and communications. Licensee shall refer to this Agreement, Licensee's event resume, and event planner's guide, which are incorporated herein by reference, regarding other services and their attendant fees and charges. See addendum for Licensor's additionally requested services fee structure.

5. **Term of License.** The license granted herein is effective upon the signature of Licensor. Agreement must be returned fully executed by an authorized officer of Licensee accompanied by the appropriate advance fee(s) on or before the deadline date set forth below. Failure of Licensee to ensure delivery of an executed Agreement to Licensor by: _____ may result in Licensee's loss of scheduled event dates.

6. **Event Coordination.** Licensee shall, as required by Licensor, complete an event resume. This event planning and coordination document sets forth Licensee's requirements regarding space layout and set-up, event hours and dates, attendees, seating, equipment needs, parking, security, loading/unloading needs, utilities, telecommunications, catering, and audio/visual equipment. Upon completion and signature of the event resume by Licensee and approval and acceptance by Licensor, Licensee's event resume shall become an amendment to this Agreement.

7. **Catering/Novelty Sales.** Food and beverage services shall be provided exclusively by the Facility's food service contractor. Except as approved by Licensor, and set forth in Licensee's event resume, Licensee shall not bring any food or beverages, alcoholic or non-alcoholic, onto Facility premises. Licensee further understands that Licensor reserves the right to conduct non-competing retail novelty sales (merchandise, photos, apparel, souvenirs) on Facility premises during Licensee's event. Such sales may, in the sole discretion of Licensor, be accomplished through Licensor's staff or by third parties of Licensor's choice.

8. **Parking.** Except as set forth in Licensee's event resume, Licensor hereby expressly reserves all parking rights to itself.

9. **Security.** Licensee is responsible for all security, and the costs thereof, for Licensee's event. Licensee will present an event security plan to Licensor no later than thirty (30) days prior to the event. If Licensee fails to timely present an adequate event security plan to Licensor as determined in the sole discretion of Licensor, Licensor reserves the right to arrange for event security on Licensee's behalf and Licensee agrees to pay all costs associated with that arranged service.

10. **Common Areas/Other Uses.** Licensee understands and agrees that common areas of the Facility including but not limited to any exterior and loading docks are not included in the licensed premises. Licensor may, at its sole discretion allow others: (1) access to and use of the common areas and (2) use the facilities and equipment of the Facility not currently being used by Licensee. Licensee shall not unreasonably interfere with or disrupt any other authorized access or use and shall comply with Licensor's directives issued for the purpose of ensuring the concurrent uses of the Facility by Licensee and others.

11. **Maximum Attendance.** Licensee shall not admit to the premises a larger number of persons than the maximum number of persons allowed by the local and state laws and regulations. The decision of Licensor with respect to safe occupancy and capacity of the Facility shall be final.

12. **Lost Property.** Licensor reserves exclusive right to collect and have custody of articles left or lost at the Facility or on the premises, including the licensed premises, by persons attending Licensee's event. Licensee shall not collect or interfere with the collection or custody of such articles.

13. **Evacuation.** Licensor reserves the right, in its sole discretion, to order the evacuation of the Facility, or any portion thereof, when deemed necessary to preserve the safety, health, and welfare of the public.

14. **Restrictions.** Common areas of the Facility, including but not limited to entrances, passages, halls, corridors, stairways, elevators, escalator, walkways and exits shall not be obstructed by Licensee, its officers, agents, employees, sub-contractors or invitees, nor used by them for any purpose other than ingress or egress, or that which is specifically authorized in writing by Licensor. Licensee shall not use, nor permit the licensed premises to be used, for any purpose in violation of any law or ordinance or in any manner that will constitute a nuisance, nor for any hazardous purpose.

15. **Rules and Regulations.** Licensee shall abide by and conform to all Facility rules and regulations, including, but not limited to, those attached hereto as "Exhibit A."

16. **Compliance with Law.** Licensee shall comply with all applicable federal and state statutes and regulations and local ordinances, and all rules and regulations of the police and fire departments or other departments of the City of Starkville, Oktibbeha County, and the State of Mississippi, and agrees to obtain and pay for all necessary permits and licenses which may be required for the promotion and presentation of the event or program described in Numerical Paragraph 1 herein. Licensee will not do, nor suffer to be done, anything on the Facility premises during the term of this Agreement in violation of any such laws, ordinances, rules, or regulations. Upon notice thereof, Licensee hereby agrees to desist and to cause such violation to be immediately corrected.

17. **Defacement.** Licensee shall not do, cause, or permit anything to be done that may injure or deface the Facility, the premises or any equipment or furnishings therein. Licensee will not attach nails, hooks, tacks, screws, tape, or any other

device to any part of the Facility or premises and will not make or allow to be made any alteration of any kind to the premises without the expressed written consent of Licensor.

18. **Damage to Premises.** In the event the premises or any portion of the Facility or any equipment or material contained therein is damaged by Licensee, its officers, agent, employees, sub-contractors, invitees, or any other person admitted to the premises by Licensee, Licensee shall pay to Licensor upon demand such sum as shall be necessary to restore same to its pre-license condition. Further, Licensee hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the licensed premises or any portion of the Facility by the consent of Licensee or by or with consent of any person acting for or on behalf of Licensee.

19. **Force Majeure.** If the Facility is damaged from any cause whatsoever or if any casualty or unforeseeable cause beyond the control of Licensor including, without limitation, acts of God, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, Licensor is hereby released by Licensee from any damage so caused thereby.

20. **Relocation.** In the event of circumstances beyond Licensor's control, and if comparable space is available, Licensor reserves the right to relocate Licensee's event from the licensed premises to another space within the Facility that will allow Licensor to fulfill its obligations hereunder.

21. **Limitation of Liability.** In no event shall Licensor incur any liability for special, incidental, or consequential damages.

22. **Insurance.**

(a) Licensee shall, at its own expense, secure and deliver to Licensor not less than thirty (30) days prior to the beginning date of Facility use by Licensee as set forth in Numerical Paragraph 1 herein commencement of this Agreement and shall keep in force at all times during the term of this Agreement:

(i) Commercial general liability insurance on an occurrence-based policy in form acceptable to Licensor, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, Two Million Dollars (\$2,000,000) aggregate, including blanket contractual liability, independent contractors, and broad form property damage. All insurance companies providing coverage under this Agreement, shall be licensed to do business in the State of Mississippi and have an A.M. Best "A" rating." The coverage must be primary and non-contributory. If the event described in Numerical Paragraph 1 of this Agreement includes athletic or recreational activities, then the policy coverage must include "Participant Liability" or other otherwise state that coverage applies to liability claims made by athletic participants (this must be made clear on the certificate provided). The coverage may not exclude any of the event activities described in Numerical Paragraph 1.

(ii) Commercial automotive bodily injury and property damage insurance in form acceptable to Licensor use covering all vehicles operated by Licensee, its officers, directors, agents, and employees in connection with its activities hereunder, whether owned by Licensee, Licensor, or otherwise with a single limit of not less than One Million Dollars (\$1,000,000.00) (including an extension of hired and non-owned coverage); and

(iii) Applicable workers compensation insurance for all of Licensee's employees, as required by applicable state and federal laws.

(b) The following shall apply to the insurance policies described in clauses (a)(i) and (ii) above:

(i) "CSP SFM, LLC," "Sports Facilities Management, LLC", and the "City of Starkville" shall be named as additional insureds thereunder, not less than thirty (30) days prior to the beginning date of Facility use by Licensee as set forth in Numerical Paragraph 1 herein, Licensee shall deliver to Licensor certificates of insurance evidencing the existence thereof, all in such form as Licensor may reasonably require. Each such policy or certificate shall contain a provision or endorsement stating, "The policy will not be canceled or materially changed or altered without consent of Licensor nor without first giving thirty days' written notice thereof to Cornerstone Park, General Manager, Highway 25 South, Starkville, MS." If any of the insurance policies covered by the forgoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to Licensor at least thirty (30) days prior to

such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) Licensee hereby acknowledges that the coverage limits contained in any policy no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Numerical Paragraph 32 below.

(c) In response to changing circumstances of loss exposures, Licensor reserves the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this or any contract. Licensor will provide written notice to Licensee, which outlines such changes and allow Licensee a reasonable period of time in which to comply with the new requirements. However, in no event shall any compliance period be longer than thirty (30) days.

(d) If at any time any of the foregoing policies shall be or become unsatisfactory to Licensor, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to Licensor, Licensee shall, upon notice to that effect from Licensor, promptly obtain a new policy and submit the same to Licensor approval. Upon failure of Licensee to furnish, deliver and maintain the insurance coverages required herein, this Agreement, at the sole discretion of Licensor, may be forthwith declared suspended, discontinued or terminated. Failure of Licensee to take out and/or maintain any required insurance shall not relieve Licensee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Licensee concerning indemnification.

23. **Copyright Liability.** Licensee represents and warrants that all copyrighted or trademarked material to be displayed or performed at the Facility by Licensee has been duly licensed or authorized by the copyright or trademark owner(s) or authorized representative(s) of the owner(s), that all applicable royalties have been or will be paid. Licensee shall supply, within ten (10) days of Licensor's written request, written documentation as evidence of Licensee's lawful right to display or perform copyrighted or trademarked material.

24. **Broadcast Rights.** Licensor hereby reserves and shall have exclusive and complete control of, title to and right of copyright to all television, radio, cable and satellite broadcasts originating from the licensed premises during the term hereof. In the event Licensee at any time during the term of this Agreement, desires to enter into any arrangement by which any portion of the event would be broadcast on either television, radio, cable or satellite broadcasts, Licensee shall provide Licensor at least sixty (60) days prior written notice of its intention, along with a complete description of the nature and timing of the proposed broadcast. The parties shall negotiate in good faith to arrive at mutually agreeable terms and conditions governing the proposed broadcast. However, should the parties fail to reach agreement, the proposed broadcast shall not be permitted. Nothing in this Numerical Paragraph 24 shall be construed to prevent either Licensee or any of its vendors from the incidental use of audio or visual media in the promotion of the event without the consent of or payment of compensation to Licensor.

25. **Admission Taxes and Fees.** Licensee understands that the State of Mississippi, the City of Starkville, and Oktibbeha County may require hospitality fees and sales taxes on any and all ticketed events and, if required, any said taxes and fees must be collected and remitted to the appropriate entity as prescribed by law.

26. **Default and Remedies.**

Licensee shall be declared to be in default if Licensee:

- (a) Fails to perform or comply with any of the terms and conditions of this license;
- (b) Fails to use the premises in the manner and for the purpose set forth in Numerical Paragraph 1 herein;
- (c) Except as authorized by Licensor in a written amendment to this license, postpones, or sales reschedules, or changes the nature or type of event, before or during the license period;
- (d) Is adjudged bankrupt or insolvent, files or consents to the filing of a petition in bankruptcy under federal or state law, applies for or consents to the appointment of a receiver for its assets, makes a general assignment for the benefit of creditors, fails to pay its debts as they become due, or does anything which, under the applicable provisions of the federal bankruptcy code would permit a petition to be filed by or against Licensee.

Upon Licensee's default, Licensors may take any or all of the following actions:

1. Provide written notice to Licensee of the default and afford Licensee an opportunity to cure said default within the time period set forth in the notice. However, Licensors failure to provide such notice or opportunity to cure shall not impair the rights of Licensors;
2. Require Licensee to provide reasonable security for its obligations;
3. Revoke this license and terminate the license period.
4. Take exclusive possession of the licensed premises;
5. Retain all fees paid by Licensee;
6. Apply any sums held by Licensors for Licensee to satisfy Licensee's obligation;
7. Sue Licensee to recover any fees due and damages sustained by Licensors;
8. And, exercise such other remedies as may be available to Licensors, whether in law, equity or otherwise set forth in this license.

27. **Property Interest.** Licensee understands and agrees that this license does not confer any right, title or interest in the licensed premises, its facilities or equipment, but merely grants licensee a personal privilege revocable on the terms outlined herein.

28. **Inclement Weather.** Should inclement weather prevent an event from occurring on the scheduled date, Licensors will reschedule the date and all fees, as well as, cancellation policies will apply. Your event will be rescheduled, not cancelled. Thus, we can't process refunds for events that must be rescheduled due to weather. We pre-purchase materials for your event based on preregistrations and thus, refunds cannot be offered. Events will be rescheduled based on the availability of our schedule and the host's schedule. We will give you the highest priority for rescheduling as possible. We cannot guarantee the reschedule date will work with every one of your attendees. We do not give refunds or reschedule for no-shows, cancellations or misses due to illness or any other reason.

28. **Cancellation by Licensee.** Should Licensee cancel its event or fail to perform its obligations hereunder, the measure of damages shall be Licensee's advance deposit fee, the license fee and any other fees or charges that are due at the time of cancellation. Licensors shall have no duty to mitigate Licensee's damages by re-licensing the premises. However, if in the normal course of business Licensors is able to re-license the premises for the cancelled term, fees generated therefrom will be used by Licensors to offset Licensee's damages.

29. **Surrender of Premises.** Licensee shall quit and surrender the licensed premises and all equipment contained therein to Licensors on or before the end date in the same condition as on the start date, normal wear and tear excepted.

30. **Assignment.** Licensee shall not assign, transfer, or sublease its interest herein without the prior written approval of Licensors.

31. **Indemnification.** Licensee shall indemnify and hold harmless the City of Starkville, CSP SFM LLC, Sports Facilities Management LLC, and their respective officers, directors, agents, and employees from and against any and all claims, losses, demands, loss, liabilities, costs, expenses (including attorneys' fees) causes of action, suits, or judgments from (i) any failure by Licensors to perform its obligations hereunder, or (ii) any accident, illness, injury, or for death to persons or for loss of or damage to property arising out of, or in connection with, the use and occupancy of the licensed premises by Licensee, its officers, agents, sub-contractors, employees, participants or invitees. In the event such a claim is made, or suit is filed, Licensors shall give Licensee notice thereof, and Licensee shall defend or settle same at its sole expense. In no event shall the City of Starkville, CSP SFM LLC, or Sports Facilities Management LLC be liable for an accident, injury or damage to person or property in, or about the Facility or otherwise relating to use of the Facility by Licensors or any of its officers, agents, sub-contractors, employees, participants, or invitees.

32. **Binding Effect.** All negotiations, considerations, representations, and understandings between the parties with respect to this Agreement have been reduced to writing and are incorporated herein, shall be binding on the parties, their respective heirs, successors, and assigns, and cannot be waived by any oral representations unless the same be reduced to writing, signed by the parties or their duly authorized agent(s) and incorporated herein.

33. **Waiver.** No waiver by Licensor of any default shall operate as a waiver of any other default, or of the same default on a future occasion. No delay or omission by Licensor in exercising any right or remedy shall operate as a waiver thereof, and no partial exercise of a right or remedy shall preclude any other or future exercise thereof, or the exercise of any other right or remedy.

34. **Severability.** If any provision contained in this Agreement is held invalid, illegal, or unenforceable, all remaining provisions shall continue in full force and effect.

35. **Headings.** The headings of the section contained herein are for convenience only and do not define, limit, or construe the contents of such sections or this Agreement.

36. **Governing Law.** The parties agree that this Agreement shall be construed under the laws of the State of Mississippi. An acceptance shall occur when both parties are in possession of an original Agreement and attachments, of any, or conformed copies, signed by the other party. If a fax transmittal issued by either party, then a conformed fax copy shall subsequently exchange signed copies of the Agreement and attachment(s), if any, in duplicate original so that each party shall have a signed document, either of which shall be deemed an original.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS USE LICENSE AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVE, THIS____ DAY OF _____, 2021.

LICENSEE: _____

BY: _____
(AUTHORIZED SIGNATURE - LICENSEE)

PRINTED NAME: _____

WITNESS: _____
(REQUIRED)

LICENSOR: CITY OF STARKVILLE BY AND THROUGH CSP SFM LLC, ITS AGENT

BY: _____
as General Manager

WITNESS: _____
(REQUIRED)

EXHIBIT A

CORNERSTONE PARK RULES AND REGULATIONS

1. Any person or persons violating the established Rules and Regulations or constituting a public nuisance at minimum will be asked to leave the Facility.
2. Misuse of the Facility or failure to abide by rules and regulations shall constitute refusal for future use.
3. Licensor has the right to terminate a tournament/event at any time due to violations of rules.
4. Everyone is reminded to show proper respect to all others. This includes umpires, referees, players, spectators, and all tournament officials.
5. Handicap parking must be respected. Vehicles parked illegally will be towed at owner's expense.
6. Parents are never to leave children unattended. Children must be under adult supervision at all times. Do not send children to the concession, restroom, or parking lot without supervision.
7. Illegally parked vehicles will be towed at the owner's expense.
8. Parking lot speed limit is 5 mph.
9. All cars should be locked. Licensor is not responsible for lost or stolen items or for damage occurred by hit, thrown, or moving objects.
10. The following activities are prohibited on Facility premises:
 - Smoking and chewing tobacco products of any kind including cigarettes and cigars.
 - Smoking equipment and paraphernalia including pipes.
 - Illegal narcotics and drugs of any kind.
 - Illegal drug paraphernalia.
 - Pets of any kind with the exception of animals trained and used for handicap assistance.
 - Glass bottles and containers.
 - Inappropriate language, actions, comments, sportsmanship, or gestures of any kind, including chanting or cheers deemed inappropriate.
 - Violent or threatening language, actions, or behavior.
 - Littering.

5. CONSIDERATION OF SFM PRO FORMA PRE-OPENING AND FIRST YEAR BUDGET FOR MANAGEMENT AND OPERATION OF CORNERSTONE PARK.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the pro forma pre-opening and first year budget agreement with CSP SFM, LLC to manage the recreation and tournaments for the City of Starkville for baseball and softball and all activities to be held at Cornerstone Park and recreational and tournament soccer at the Sportsplex” is enumerated, this consent item is thereby approved. The budgets follow this page.

Starkville		Pre-Opening Budget: Soft Costs																							
		FY - 2021												FY - 2022											
		May	June	Jul	Aug	Sep	FY 2021 totals					Oct	Nov	Dec	Jan	Feb	March	April	FY 2022 Totals						



Payroll Summary

Total Payroll Summary							Year 1	Year 2	Year 3	Year 4	Year 5
Mgmt	General Manager						\$63,750	\$85,000			
Mgmt	Director of Operations						\$41,250	\$55,000			
Mgmt	Marketing & Business Development Director						\$41,250	\$55,000			
Mgmt	Food and Beverage Supervisor						\$20,000	\$40,000			
Mgmt	Facility Maintenance Supervisor						\$10,000	\$40,000			
Mgmt	Finance Manager						\$41,250	\$55,000			
Support	Admin Support						\$2,083	\$40,000			
Subtotal Management Payroll							\$219,583	\$370,000	\$0	\$0	\$0
1 month prior											
1 month prior											
1 month prior											
1 month prior											
1 month prior											
1 month prior											
Subtotal Sport Admin Staff							\$0	\$0	\$0	\$0	\$0
Per Diem											
Per Diem											
Per Diem											
Subtotal Instructors (COGS)							\$0.00	\$0	\$0	\$0	\$0
Per Diem											
Per Diem											
Subtotal officials							\$0.00	\$0	\$0	\$0	\$0
Bonus Pool											
Payroll Services											
Payroll Taxes/Benefits											
Payroll Taxes/Benefits/Bonus Totals							\$0	\$0	\$0	\$0	\$0

Starkville MS

Operating Budget

June 2022 - September 2022

		YTD									
		Year One Pro Forma Goal	% of Rev	Target %	Jun-22	Jul-22	Aug-22	Sep-22	YTD	Budget	Variance
INCOME											
40300 - Soccer		\$ 45,000			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ 45,000
40600 - Baseball & Softball		\$ 200,000			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
40700 - Other Sports		\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40800 - Youth Programs & Summer Camps		\$ 15,000			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
41400 - Corporate & Special Events		\$ 10,000			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000
41500 - Food & Beverage		\$ 133,333			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,333	\$ 133,333
41600 - Pro Shop		\$ 26,666			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,666	\$ 26,666
41900 - Sponsorship & Other Revenues		\$ 41,666			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,666	\$ 41,666
TOTAL INCOME		\$ 471,665	100%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 471,665	\$ 471,665

#DIV/0! #DIV/0! #DIV/0!

COST OF GOODS SOLD										
50000 - Part Time Labor Costs	\$ 42,450	9%						\$ -	\$ 42,450	\$ 42,450
50300 - Soccer	\$ 6,750	15%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,750	\$ 6,750
50600 - Baseball & Softball	\$ 30,000	15%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000
50700 - Other Sports	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50800 - Youth Programs & Summer Camps	\$ 5,250	35%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,250	\$ 5,250
51400 - Corporate & Special Events	\$ 5,500	55%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,500	\$ 5,500
51500 - Food & Beverage	\$ 60,000	45%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000
51600 - Pro Shop	\$ 6,667	25%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,667	\$ 6,667
51900 - Sponsorship & Other Revenues	\$ 10,417	25%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,417	\$ 10,417
TOTAL COST OF GOODS	\$ 167,033	35%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,033	\$ 167,033

Total Gross Profit	\$ 304,632	65%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 304,632	\$ 304,632
---------------------------	-------------------	------------	--	-------------	-------------	-------------	-------------	-------------	-------------------	-------------------

EXPENSES										
60000 - Advertising & Marketing	\$ 13,333	3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,333	\$ 13,333
60400 - Bank Service & Accounting	\$ 1,050	0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050	\$ 1,050
60500 - Business Licenses & Permits	\$ 3,333	1%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,333	\$ 3,333
61000 - Legal & Professional Fees	\$ 3,333	1%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,333	\$ 3,333
62000 - Administrative Expenses	\$ 40,000	8%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000
62400 - Depreciation Expense	\$ -	0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62410 - Amortization Expense	\$ -	0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

63300 - Insurance Expenses	\$	16,666	4%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	16,666	\$	16,666	\$	16,666
63400 - Interest Expense	\$	3,333	1%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	3,333	\$	3,333	\$	3,333
63500 - Property Tax Expense	\$	-	0%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
64000 - Supplies & Services	\$	5,000	1%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,000	\$	5,000	\$	5,000
65000 - Salaries & Wages	\$	213,000	45%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	213,000	\$	213,000	\$	213,000
66000 - Payroll Expenses & Payroll Taxes	\$	28,967	6%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	28,967	\$	28,967	\$	28,967
67100 - Rent & Local Taxes	\$	-	0%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
67200 - Repairs & Maintenance	\$	22,500	5%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	22,500	\$	22,500	\$	22,500
68600 - Utilities	\$	22,000	5%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	22,000	\$	22,000	\$	22,000
68710 - Misc	\$	-	0%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTAL EXPENSES	\$	372,515	79%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	372,515	\$	372,515	\$	372,515
PROFIT	\$	(67,882)			\$	-	\$	-	\$	-	\$	-	\$	-	\$	(67,882)	\$	(67,882)	\$	(67,882)

Starkville MS

Operating Budget

October 2022 - September 2023

	Year One Pro Forma Goal		% of Rev	YTD		
INCOME						
40300 - Soccer	\$	100,000		\$	-	\$ 100,000
40600 - Baseball & Softball	\$	600,000		\$	-	\$ 600,000
40700 - Other Sports	\$	175,000		\$	-	\$ 175,000
40800 - Youth Programs & Summer Camps	\$	45,000		\$	-	\$ 45,000
41400 - Corporate & Special Events	\$	10,000		\$	-	\$ 10,000
41500 - Food & Beverage	\$	400,000		\$	-	\$ 400,000
41600 - Pro Shop	\$	80,000		\$	-	\$ 80,000
41900 - Sponsorship & Other Revenues	\$	125,000		\$	-	\$ 125,000
TOTAL INCOME	\$	1,535,000	100%	\$	-	\$ 1,535,000

COST OF GOODS SOLD					
50000 - Part Time Labor Costs	\$ 138,150	9%	\$ -	\$ 138,150	\$ 138,150
50300 - Soccer	\$ 15,000	15%	\$ -	\$ 15,000	\$ 15,000
50600 - Baseball & Softball	\$ 90,000	15%	\$ -	\$ 90,000	\$ 90,000
50700 - Other Sports	\$ 26,250	15%	\$ -	\$ 26,250	\$ 26,250
50800 - Youth Programs & Summer Camps	\$ 6,750	15%	\$ -	\$ 6,750	\$ 6,750
51400 - Corporate & Special Events	\$ 1,500	15%	\$ -	\$ 1,500	\$ 1,500
51500 - Food & Beverage	\$ 180,000	45%	\$ -	\$ 180,000	\$ 180,000
51600 - Pro Shop	\$ 32,000	40%	\$ -	\$ 32,000	\$ 32,000
51900 - Sponsorship & Other Revenues	\$ 31,250	25%	\$ -	\$ 31,250	\$ 31,250
TOTAL COST OF GOODS	\$ 520,900	34%	\$ -	\$ 520,900	\$ 520,900

Total Gross Profit	\$ 1,014,100	66%	\$ -	\$ 1,014,100	\$ 1,014,100
---------------------------	---------------------	------------	-------------	---------------------	---------------------

EXPENSES					
60000 - Advertising & Marketing	\$ 40,000		\$ -	\$ 40,000	\$ 40,000

60400 - Bank Service & Accounting	\$	7,450		\$	-	\$	7,450	\$	7,450
60500 - Business Licenses & Permits	\$	10,000		\$	-	\$	10,000	\$	10,000
61000 - Legal & Professional Fees	\$	17,450		\$	-	\$	17,450	\$	17,450
62000 - Administrative Expenses	\$	30,000		\$	-	\$	30,000	\$	30,000
62400 - Depreciation Expense	\$	-		\$	-	\$	-	\$	-
62410 - Amortization Expense	\$	-		\$	-	\$	-	\$	-
63300 - Insurance Expenses	\$	50,000		\$	-	\$	50,000	\$	50,000
63400 - Interest Expense	\$	10,000		\$	-	\$	10,000	\$	10,000
63500 - Property Tax Expense	\$	-		\$	-	\$	-	\$	-
64000 - Supplies & Services	\$	95,000		\$	-	\$	95,000	\$	95,000
65000 - Salaries & Wages	\$	625,000		\$	-	\$	625,000	\$	625,000
66000 - Payroll Expenses & Payroll Taxes	\$	90,422		\$	-	\$	90,422	\$	90,422
67100 - Rent & Local Taxes	\$	-		\$	-	\$	-	\$	-
67200 - Repairs & Maintenance	\$	122,500		\$	-	\$	122,500	\$	122,500
68600 - Utilities	\$	66,000		\$	-	\$	66,000	\$	66,000
68710 - Misc	\$	-		\$	-	\$	-	\$	-

TOTAL EXPENSES	\$	1,163,822	76%	\$	-	\$	1,163,822	\$	1,163,822
----------------	----	-----------	-----	----	---	----	-----------	----	-----------

PROFIT	\$	(149,722)		\$	-	\$	(149,722)	\$	(149,722)
--------	----	-----------	--	----	---	----	-----------	----	-----------

6. CONSIDERATION TO PURCHASE ONE ENGENIUS DURAFON PHONE SYSTEM (BASE WITH FIVE COMBINATION PHONE / WALKIE HANDSETS) PLUS ONE OUTSIDE ANTENNA AND ONE LIGHTNING PROTECTOR FOR THE AMOUNT OF \$3,189.98 TO BE PURCHASED WITH A FAA GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase one Engenius Durafon Phone System (base with five combination phone / walkie handsets) plus one outside antenna and one lightning protector for the total amount of \$3,189.98 to be purchased with a FAA grant” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVAL TO ACCEPT LOWER QUOTE FROM OKTIBBEHA COUNTY CO-OP IN THE AMOUNT OF \$16,900.00 FOR ONE WOODS TBW144 TURF BATWING FINISH MOWER TO BE PURCHASED WITH A FAA GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lower quote from Oktibbeha County Co-op in the amount of \$16,900.00 for one Woods TBW144 turf batwing finish mower to be purchased with a FAA grant” is enumerated, this consent item is thereby approved.

2 quotes received: Oktibbeha County Co-op - \$16,900.00 and Wade, Inc. - \$20,820.00

8. CONSIDERATION OF A SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2021 BULLDOG BASH ON SEPTEMBER 17, 2021 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request by Mississippi State Student Association to hold the 2021 Bulldog Bash on September 17th and have City participation with in-kind services on the condition that the City be provided proof of insurance for the event consistent with the requirements of the City's special event policy on or before September 2021” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF \$6,094.15 FOR THE MAXWELL STREET SIDEWALK PROJECT FROM AVELIA CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the low quote for the Maxwell Street Sidewalk Project from Avelia Construction and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Item No.	Pay Item	Estimated Quantity	Unit	Avelia Construction, LLC		Groundstone Construction	
				Unit Price	Extension	Unit Price	Extension
1	4" CONCRETE SIDEWALK (7' WIDE)	697.0	SF	\$ 6.55	\$ 4,565.35	\$ 6.00	\$ 4,182.00
2	24" x 48" TRUNCATED DOME (BRICK RED)	1.0	EA	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
3	SAWCUT, ALL PAVEMENTS	7.0	LF	\$ 28.57	\$ 200.00	\$ 50.00	\$ 350.00
3	INLET TOP RETROFIT (TOP TO BE PROVIDED BY THE CITY OF STARKVILLE)	1.0	EA	\$ 150.00	\$ 150.00	\$ 2,365.00	\$ 2,365.00
3	REMOVAL OF EXISTING SIDEWALK	7.0	LF	\$ 28.57	\$ 200.00	\$ 75.00	\$ 525.00
3	CONCRETE DRIVEWAY	96.0	SF	\$ 6.55	\$ 628.80	\$ 27.00	\$ 2,592.00
				Total: \$ 6,094.15		Total: \$ 10,364.00	
				LOW QUOTE			

10. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF \$9,500.00 FOR THE NORTHSIDE DRIVE INLET UPDATE PROJECT FROM H&H CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the low quote for the Northside Drive Inlet update Project from H&H Construction and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Pay Item	Est. Quantity	Unit	Groundstone Construction		H & H Construction	
			Unit Price	Extension	Unit Price	Extension
Drainage & Inlet Improvements @ Northside Drive	1.0	LS	\$ 14,705.00	\$ 14,705.00	\$ 9,500.00	\$ 9,500.00
			TOTAL PRICE = \$ 14,705.00		TOTAL PRICE = \$ 9,500.00	

11. ACCEPTANCE OF MAY FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the May 2021 financial statements” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE MOLLY BEARS AS A PERMIT SERVICES TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Molly Bears as a Permit Services Technician in the Community Development Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE MARTIN HALL AND HUNTER KOZLOW AS ENTRY LEVEL FIREFIGHTERS AND AUSTIN MASK AND DYLAN ROCKWELL AS CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Martin Hall and Hunter Kozlow as Entry Level Firefighters and Austin Mask and Dylan Rockwell as Certified Firefighters in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE JAKOBE ARRINGTON, JAYLON BROWN, CHARLES HOGAN, AND DEROMEIO MILLER AS MAINTENANCE WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Jakobe Arrington, Jaylon Brown, Charles Hogan, and DeRomeio Miller as a Maintenance Workers in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE MICHAEL HUNT AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Michael Hunt as a Driver in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE ASHLEY BOYD AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Ashley Boyd as a Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO ACCEPT LOWEST BID FROM BOYD TREE SERVICE IN THE AMOUNT OF \$30,625.00 TO TRIM 45 TREES, REMOVE 37 TREES AND GRIND 37 STUMPS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lower bid from Boyd Tree Service in the amount of \$30,625.00 to trim 45 trees, remove 37 trees and grind 37 stumps” is enumerated, this consent item is thereby approved.

2 quotes received: Boyd Tree Service - \$30,625.00 and Pinion Tree Care - \$53,580.00

18. CONSIDERATION OF TO ACCEPT THE CHANGE ORDER FOR T&M STEEL ERECTORS FOR THE AMOUNT OF \$150,000.00 TO ADD A HOOD VENT TO MAIN PAVILION INCLUDING PLUMBING, MECHANICAL, ELECTRICAL AND ACCESS PANELS FOR PLUMBING CHASES IN BUILDINGS AND CONSULTANT FEES.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the changed order for T&M Steel Erectors for the amount of \$150,000.00 to add a hood vent to main pavilion including plumbing, mechanical, electrical, access panels for plumbing chases in buildings and consultant fees” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO ALLOW EIGHT STARKVILLE POLICE DEPARTMENT SUPERVISORS ATTEND BURDEN OF COMMAND TRAINING, JUNE 29 – JULY 1, 2021, LOCATED IN LOWNDES COUNTY AT A TOTAL COST OF \$1200.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow eight Starkville Police Department Supervisors attend Burden of Command training, June 29-July1, 2021, located in Lowndes County at a total cost of \$1200.00” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO ALLOW CPL. CHRIS GREGORY, TO ATTEND FIELD TRAINING OFFICER CERTIFICATION, JUNE 29-JULY 1, 2021, LOCATED AT CAMP SHELBY, MS; AT A COST OF \$480.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Cpl. Chris Gregory, to attend Field Training Officer Certification, June 29-July1, 2021, located at Camp Shelby, MS; at a cost of \$480.00” is enumerated, this consent item is thereby approved.

21. CONSIDERATION FOR THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR THE FY21 OJJDP 100% REIMBURSABLE COMPREHENSIVE YOUTH VIOLENCE PREVENTION AND REDUCTION PROGRAM.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to apply for the FY21 OJJDP 100% reimbursable Comprehensive Youth Violence Prevention and Reduction Program” is enumerated, this consent item is thereby approved.

22. CONSIDERATION FOR THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR 80/20 REIMBURSABLE GRANT FUNDING OF THE FY21 DEPARTMENT OF JUSTICE COPS HIRING GRANT FOR THE HIRING OF ADDITIONAL POLICE OFFICERS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to apply for 80/20 reimbursable grant funding in the area of the FY21 Department of Justice COPS Hiring Grant” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO ACCEPT THE LOWEST BID FOR THE CONSTRUCTION OF THE STARKVILLE 161/69KV PRIMARY SUBSTATION RENOVATIONS FROM CHANCELLOR, INC. IN THE AMOUNT OF \$685,676.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest bid for the construction of the Starkville 161/69kV Primary Substation renovations from Chancellor, Inc in the amount of \$685,676.00” is enumerated, this consent item is thereby approved. The bid tabulation follows this page.

24. CONSIDERATION TO ACCEPT THE LOWEST AND BEST BID FOR THE SUBSTATION CONTROL HOUSE FROM MODULAR CONNECTIONS, LLC IN THE AMOUNT OF \$361,727.00 FOR THE STARKVILLE 161/69KV PRIMARY SUBSTATION.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest bid for the substation control house from Modular Connections, LLC in the amount of \$361,727.00 for the Starkville 161/69kV Primary Substation” is enumerated, this consent item is thereby approved. The bid tabulation follows the renovations bid tabulation.

25. CONSIDERATION TO PURCHASE A 4” WATER METER SET-UP FROM CENTRAL PIPE SUPPLY INC., THE SOLE SOURCE BADGER DISTRIBUTOR IN MISSISSIPPI, IN THE AMOUNT OF \$5,123.05 FOR THE CORNERSTONE PARK PROJECT UPON PAYMENT BY CONTRACTOR FOR METER PURCHASE AND TAP INSTALLATION.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the June 15, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 4” water meter set up from Central Pipe Supply Inc, the sole source Badger distributor in Mississippi in the amount of \$5,123.05 for the Cornerstone Park project upon payment by contractor for meter purchase and tap installation” is enumerated, this consent item is thereby approved.

**CITY OF STARKVILLE UTILITIES
STARKVILLE, MS**



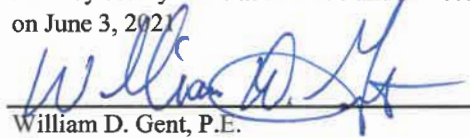
**TABULATION OF BIDS
CONSTRUCTION OF STARKVILLE PRIMARY 161/69 SUBSTATION RENOVATIONS
AG PROJECT #101E3117**

BIDDER	CERTIFICATE OF RESPONSIBILITY	ALL ADDENDA ACKNOWLEDGED	BID BOND	BASE BID AMOUNT	NOTES
Chancellor, Inc	20491-SC	Yes	SureTec Insurance Company, 5%	\$685,676.00	
Power Grid	24218-MC	Yes	Western Surety Co., Inc., 5%	\$945,000.00	
Aubrey Silvey Enterprises, Inc.	03160-MC	Yes	Harco National Insurance Co., 5%	\$997,000.00	
Service Electric Co.	07025-SC	Yes	Federal Insurance Co., 5%	Non-Responsive Bid	Note #1

Notes:

1. Contractor took numerous exceptions to the commercial and legal terms of the proposed Agreement and based acceptance of their bid on the Owner accepting these exceptions.

I hereby certify that this is a true and correct tabulation of the bids for Construction of Starkville Primary 161/69 kV Substation Renovations received by the City of Starkville on June 3, 2021.


William D. Gent, P.E.



**ATWELL & GENT**
ELECTRICAL & CONSULTING ENGINEERS

June 3, 2021

Sent by Email

Mr. Terry Kemp, General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: Tabulation of Bids and Bid Recommendation
Construction of Starkville Primary 161/69 kV Substation Renovations

Terry,

Please find enclosed a certified tabulation of bids received by the City of Starkville on June 3, 2021 for **Construction of the Starkville Primary 161/69 kV Substation Renovations**. Chancellor, Inc of Hattiesburg, Mississippi provided the lowest bid of three (3) responsive bids received. The forth bid received took numerous exceptions to the commercial and legal terms of the proposed Agreement and based acceptance of their bid on the Owner accepting these exceptions, and as such is considered non-responsive. I recommend that the City of Starkville award the contract for **Construction of the Starkville Primary 161/69 kV Substation Renovations** in the amount of \$685,676.00 to Chancellor, Inc.

A project budget recap reflecting the low bid follows:

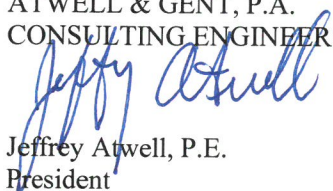
Construction Bid	\$685,676.00
Owner-Furnished Autotransformer	\$792,211.00
Owner-Furnished 161 kV Power Circuit Breaker	\$49,230.00
Owner-Furnished Control House.....	\$361,727.00
Owner-Furnished Relay Panels	\$164,890.00
Testing & Commissioning.....	<u>\$90,000.00</u>
Total Construction Cost	\$2,143,734.00
Total Project Budget.....	\$2,435,000.00

With this final bid, the project is approximately \$291,266.00 under the project budget.

I have also attached a copy of the "Notice of Award" for this Project. Should the City of Starkville choose to approve the Project, please have the proper person execute the Notice of Award and email me back a copy of the Notice of Award. As soon as I receive the executed copies of the "Notice of Award", I will forward a copy of the "Notice of Award" along with the "Contracts for Construction" to the contractor for execution by his company.

In the meantime, feel free to contact me if you have any questions.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS


Jeffrey Atwell, P.E.
President

Enclosures

C: Project File 101E3117

**STARKVILLE UTILITIES
TABULATION OF BIDS
SUBSTATION CONTROL HOUSE AND EQUIPMENT
STARKVILLE 161/69 KV PRIMARY SUBSTATION**

Bidder	Total Bid Price	Addenda Acknowledged	Warranty Length	Delivery Time	Control House Manufacturer	Notes
Modular Connections, Inc.	\$361,727.00	N/A	2 Years	On or before December 1, 2021	Modular Connections	#1
VFP, Inc. (Base Bid)	Non-Responsive	N/A	1 Year	18-20 Weeks ARO	VFP	#2, #3, #4, #7 & #8
Fibrebond, Inc.	Non-Responsive	N/A	2 Years	22 Weeks ARO	Fibrebond	#1, #3, #4, #5 & #6

Notes:

1. No exceptions taken.
2. Bidder proposed 1-year warranty in lieu of two year warranty specified.
3. Bidder took numerous exceptions to Owner's technical specifications.
4. Bidder took exception to Owner's payment terms, requiring Net 30 days payment and milestone payments.
5. Freight and offloading price is included in Bid but is estimated and subject to change based on actual cost plus 10%.
6. Field services is limited to two (2) field personnel for two (2) days on site plus travel.
7. Freight price is included in Bid but is estimated and subject to change based on actual cost plus 12%.
8. Crane price is included in Bid but is estimated and subject to change based on actual cost plus 15%.

I hereby certify that this is a true and correct tabulation of the bids received for a Substation Control House and Equipment received Starkville Utilities on May 25, 2021.

Jeffrey Atwell

Jeffrey Atwell, P.E.



May 27, 2021

Sent by Email

Mr. Terry Kemp, General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: 161 kV Substation Power Circuit Breaker
Starkville 161/69 kV Primary Substation

Terry,

Please find enclosed a certified tabulation of bids for the **Substation Control House** for the Starkville Primary 161/69 kV Substation received by Starkville Utilities on May 25, 2021. Modular Connections, LLC provided the only responsive bid of the three (3) bids received for this **Substation Control House**.

We recommend that the Starkville Utilities award the bid in the amount **\$361,727.00** for the **Substation Control House** to Modular Connections, LLC of Bessemer, Alabama. The above bid price is firm. This bid cost is in line with our budgeted cost of \$400,000.00

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell
Jeffrey Atwell, P.E.
President

Enclosures

C: Project File 101E3117

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill thanked Aldermen Little and Walker for their service to the City.

The Mayor then congratulated the MSU Baseball team for winning the NCAA Super Regional and wished them success in the World Series in Omaha. She noted approximately 41,000 had attended the three games and that MSU holds the top five attendance records in Super Regionals.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver expressed his respect for Aldermen Little and Walker, in this their final meeting.

Alderman Sistrunk thanked all who exercised their rights to vote and noted she will miss serving with Aldermen Little and Walker.

Alderman Little thanked the citizens of Ward 3 over the past 8 years for their trust. He welcomed Jeffrey Rupp to the Ward 3 seat.

Alderman Walker noted it had been a pleasure to serve as the Ward 4 Alderman. He encouraged everyone to consider serving on a Board or Commission.

Alderman Beatty thanked Aldermen Little and Walker for always having the City's best interest at heart.

Alderman Perkins noted Aldermen Little and Walker are leaving the City a better place than it was 8 years prior. While he respects their decisions not to run for third terms, their leadership will be missed. He also thanked the MSU Baseball team for their level of commitment, excellence and the positive attention they bring to Starkville and MSU. Alderman Vaughn echoed the other Aldermen in expressing gratitude to Aldermen Little and Walker. Both brought levels of expertise they used to benefit the City throughout the years.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with Bird scooters causing injuries. He also noted a church member recently passed away in a fire and would like to speak to the Fire Chief about the fire.

Chris Thompson, Ward, 4, thanked Aldermen Little and Walker for their service and motivating others to serve. He asked that rules be set rather than banning the scooters before trying to regulate them.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

THIRD PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE ESTABLISHING A JUVENILE CURFEW AND TRUANCY LAW.

Youth Court Judge Lydia Quarles spoke to the need for a Juvenile Curfew and Truancy Law. She expressed a need for the Ordinance in order to assist in preventing youth from burglarizing cars and stealing weapons which leads to dangerous and life changing crimes. She asked that the City consider funding beds at the Lowndes County Juvenile Detention Center as a tool that can be used to help juvenile crime.

Police Chief Ballard and Assistant Chief Stewart noted that today's juveniles face a lot of adversity and are often not mature enough to make experienced decisions. They asked that citizens lock their vehicles at all times and the police will be educating incoming college students and the public as to safety tips. Chief Ballard updated the Board via Power Point on recent crime statistics and how the proposed curfew would prevent such crime. A copy of his Power Point is attached.

Mayor Spruill opened the Public Hearing.

Mr. Alvin Turner asked that the City pass this Ordinance as soon as possible and hopefully save youth from doing something bad before its too late.

There being no additional comments, the Mayor closed the Public Hearing.

VEHICLE BURGLARIES

2020

2021 - 6/14

274

75



VEHICLE BURGLARIES

2018

329

2019

310

FIREARMS STOLEN

83

69



STOLEN FIREARMS

FROM VEHICLE BURGLARIES

2020

2021 - 6/14

120

44



AUTO BURGLARIES

Since May 13th

REPORTS FIREARMS
STOLEN

20

9



VEHICLE BURGLARY

Hours

Over 66 % of Auto Burglaries in Starkville are reported to happen between 8:00 P.M. and 8:00 A.M.

This information is based off of the last time a victim knew their vehicle was secure and discovering the burglary



VEHICLE BURGLARY

PEAK HOURS

MIDNIGHT – 4:00 A.M.

**Based From Times Suspects Are Caught, Video
Evidence, and Confessions**



JUVENILES CHARGED WITH VIOLENT CRIME

2021 – TO DATE

10



**AGGRAVATED ASSAULT, MURDER, DRIVE-BY SHOOTING,
SHOOTING INTO A DWELLING**

JUVENILES CHARGED WITH VIOLENT CRIME *2021 - TO DATE*

**Every weapon recovered in these crimes
were either possessed illegally or had been
reported stolen from an auto burglary.**



In an Aug. 2019 study The FBI Uniformed Crime Reporting Program found, that Nationally the average times for Auto Burglaries and Motor Vehicle Theft are between the hours of 10:00P.M. and 02:00 A.M.

In a 2017 study conducted by UC Berkley of 54 cities youth arrest dropped by 10% after a curfew was implemented. Juvenile related crime however dropped by 21%.

The UC Berkley study does show the largest drop in teenage arrest and crimes occurred in the first year following implementation of a curfew. The study then shows a permanent 10% drop as a new baseline.



26. CONSIDERATION OF AN ORDINANCE ESTABLISHING A JUVENILE CURFEW AND TRUANCY LAW.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion to approve the following Ordinance establishing a Juvenile Curfew and Truancy Law.

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 unanimous vote, the Mayor declared the motion passed.

ORDINANCE NO. 2021-02

AN ORDINANCE TO ESTABLISH A CURFEW FOR JUVENILES WITHIN THE CITY LIMITS OF STARKVILLE AND TO PROVIDE AND PROMOTE THEIR HEALTH SAFETY AND WELFARE AND FOR RELATED PURPOSES BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI:

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15, the Starkville Board of Aldermen has the power to make all needful police regulations necessary for the preservation of good order and peace of the municipality;

WHEREAS, pursuant to Miss. Code Ann. § 21-19-17, the Board of Aldermen has the power to make regulations to protect property, health and lives and to enhance the general welfare of the community by restricting the movements of citizens, or any group thereof, when there is imminent danger to the public safety because of freedom of movement thereof;

WHEREAS, the Board of Aldermen finds and determines that juveniles congregating in the City have contributed to an excessive number of incidents of crimes, thefts, auto burglaries particularly resulting in stolen firearms, assaults and homicides, including a high percentage of crimes committed by and against juveniles;

WHEREAS, the Board of Aldermen finds and determines that special and extenuating circumstances exist within the City that call for regulation of minors to protect them from each other and from other persons on the street during certain specified hours, and to aid in preventing crime, to promote parental supervision and authority over minors, and to decrease juvenile crime;

WHEREAS, this ordinance serves to regulate the conduct of juveniles on streets during certain specified hours, to be effectively and consistently enforced for the protection of juveniles in Starkville from each other and from other persons on the streets during those certain specified hours, for the enforcement of parental control of, authority over, and responsibility for their children, for the protection of the public from mischief by juveniles, for the reduction in the incidents of juvenile crime, to further family responsibility, and for the public good, safety and welfare of the community; and

WHEREAS, after careful review and evaluation, the Board of Aldermen finds that there is justification for the purposes and findings herein to enact this ordinance.

NOW, THEREFORE, be it ordained as follows:

1. Definitions.

For purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

Adult is a person eighteen (18) years or older or any person who is legally emancipated.

City is the City of Starkville, Mississippi with administrative offices at City Hall, 110 West Main Street, Starkville, MS 39759.

Compulsory school age child means a child who has attained or will attain the age of six (6) years on or before September 1 of the calendar year and who has not attained the age of seventeen (17) years on or before September 1 of the calendar year.

Emergency means a serious, unexpected, and often dangerous situation requiring immediate action.

Minor or *juvenile* is any un-emancipated person under the age of eighteen (18) years.

Parent is any person or persons having legal custody of a minor (i) as a natural or adoptive parent; (ii) as a legal guardian; or (iii) as a person to whom legal custody has been given by order of a court.

Police Department shall refer to the police department headquartered at 101 East Lampkin Street, Starkville, MS 39759 or any officially designated precinct of said Department.

Remain means to stay behind, to tarry and to stay unnecessarily upon the streets, including the congregating of groups (or of interacting minors) totaling four (4) or more persons in which any minor involved would not be using the streets for ordinary or serious passage. The numerous exceptions expressed below demonstrate that this article is not a mere prohibitory or presence type curfew ordinance.

Street is a way or place, of whatsoever nature, open to the use of the public as a matter or right for purposes of travel.

Year of age continues from one birthday to (but not including the day of) the next, making it clear that seventeen (17) or less years of age is herein treated as equivalent to the phrase "under eighteen (18) years of age," unless specifically defined differently herein.

2. Restrictions.

(a) It shall be unlawful for any minor under eighteen (18) years of age to remain in or upon any public street, highway, park, vacant lot, or other public place within the city between those hours beginning at 12:00 a.m. (midnight) to 5:00 a.m. next following, every day of the week, year-round.

(b) It shall also be unlawful for any compulsory school age child to remain in or upon any public street, highway, park, vacant lot or other place within the city during the following period: 8:45 a.m. until 2:45 p.m. Monday - Friday during the school term in which a compulsory school age child is to be enrolled in a public school or private legitimate non-public school as required by the Mississippi Compulsory School Attendance Law (Section 37-13-91).

(c) It shall further be unlawful for a parent or a minor to knowingly permit or by insufficient control to allow such minor to be or remain upon any city street under circumstances not constituting an exception to, or otherwise beyond the scope of this article. The term "knowingly" includes knowledge which a parent should reasonably be expected to have concerning the whereabouts of a minor in that parent's legal custody. It is intended to continue to keep neglectful or careless parents up to a reasonable community standard of parental responsibility through an objective test. It shall be no defense that a parent was indifferent to the activities or conduct or whereabouts of such minor child.

2. Exceptions.

The following shall constitute the valid exceptions to the operation of the curfew:

(1) At any time, if a minor is accompanied by his or her parent; or,

(2) When a minor is accompanied by an adult authorized by a parent of such minor to take said parent's place in accompanying said minor for a designated period of time and purpose within a specified area; or,

(3) If the minor is legally employed, for the period of forty-five minutes before to forty-five minutes after work, while going directly between his or her home and place of employment. This exception shall also apply if the minor is in a public place during curfew hours during his or her employment. To come within this exception, the minor must be carrying a written statement of employment issued by employer to expire within ninety (90) days; or,

(4) If a minor is on the property of, or the sidewalk directly adjacent to, the place where such minor resides, or the place immediately adjacent thereto, if the owner of the adjacent property does not object to the minor being there; or,

(5) When returning home by a direct route from (and within thirty (30) minutes of the termination of) a school activity

or an activity of a religious or other voluntary association, or a place of public entertainment. This exception shall not apply beyond 1:30 a.m. If the event is not commercial in nature or does not have a fixed, publicly known time at which it will or does end, the sponsoring organization must register the event with the chief of police (or his assigned representative) at least twenty-four (24) hours in advance, informing the police department of the time such event is scheduled to begin, the place at which it shall be held, the time at which it shall end and the name of the sponsoring organization and the name, address and telephone number of a person whom the police department may contact with regards to the event; or

(6) In the case of reasonable necessity, but only after such minor's parent has communicated to the police department personnel the facts establishing such reasonable necessity relating to specified streets at a designated time for a described purpose including place of origin and destination. A copy of such communication, or the police record thereof, duly certified by the chief of police to be correct, an appropriate notation of the time it was received and of the names and addresses of such parent and minor shall constitute evidence of qualification under this exception; or,

(7) When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly. Such minor shall provide bona fide evidence of such exercise and provide notice to city officials by first delivering to the Police Department a written communication, signed by such minor, with their home address and telephone number, addressed to the mayor of the city specifying when, where and in what manner said minor will be on the streets at night (during hours when the curfew ordinance [is] to still otherwise be applicable to said minor) in the exercise of a First Amendment right specified in such communication. Said notice must be received a minimum of 24 hours prior to the intended exercise of First Amendment rights; or,

(8) When a minor is, with parental consent, in a motor vehicle engaged in bona fide interstate travel through the city, particularly on Highways 25, 12, 82 or 182, and all access roads to these highway systems. This also exempts all interstate travel beginning or ending in the City of Starkville; or,

(9) Any exception set forth in the text of the Mississippi Compulsory School Attendance Law, Section 37-13-91; and

(10) Any bona fide case of emergency.

Each of the foregoing exceptions, and their several limitations, such as provisions for notification, is severable, as hereinafter provided, but here re-emphasized.

3. Violations.

(a) A police officer of the city shall first ask the age of the apparent offender and inquire into the reasons for the apparent offender being in a public place during curfew hours. If after such diligent inquiry, the officer reasonably believes that the minor has violated the ordinance and that no exceptions apply, he or she shall transport the minor to the police department.

When a minor is taken to the police department, the minor's parents shall be immediately contacted. If after this contact there is still probable cause to believe that the minor was violating this article, the minor shall be held until the parent comes to take the minor home. When the parent arrives, he or she shall be given a copy of this article. If no parent has arrived within two (2) hours, the minor shall be turned over to custody of the local juvenile authorities until a parent can take custody of him or her, and the chief of police shall, by certified mail and/or hand delivery, send to the minor's parent written notice of said violation and a copy of this article. Said notice shall be sent or delivered to the minor's parent at his or her last known address and evidence of its mailing or delivery as specified shall constitute sufficient notice of the minor's violation.

(b) (1) If, after the warning notice as set forth in subsection 3(a) herein is delivered to the parent, there is a second violation of this article by the minor, the parent of the minor will be held to have violated subsection (b) in connection with the second violation by the minor, and this shall be treated as a first offense by the parent. For such first parental offense, a parent shall be fined twenty-five dollars (\$25.00). For each subsequent offense, the fine shall be increased by a doubling factor, fifty dollars (\$50.00) for the second, one-hundred dollars (\$100.00) for the third, two-hundred dollars (\$200.00) for the fourth offense, etc.

(2) In addition to the fine set forth in subsection (b) (1), each minor shall be sentenced to perform community service work for each third and additional violation. The court, in its discretion, may require each parent to perform community service work, with due regard given for age and health considerations, for each third and subsequent violation.

(c) Any minor who shall violate any of the provisions of this article more than one (1) time shall be dealt with according to the youth court law of the State of Mississippi and in accordance with the directives of the youth court of Oktibbeha County, Mississippi, or other court as shall have jurisdiction of said minor.

4. Construction and Severability.

Severability is intended through and within the provisions of this article. If any provision, including inter alia, any exception, part, phrase, or term of, or the application thereof to any person or circumstances is held invalid, the application of other persons or circumstances shall not be affected thereby and the validity of this article in any and all other respects shall not be affected thereby. The Board does not intend a result that is absurd, impossible to execute or unreasonable. It is intended that this article be held inapplicable in such cases, if any, where its application would be unconstitutional. A constitutional construction is intended and shall be given. The Board does not intend to violate the Constitution of the State of Mississippi or the Constitution of the United States of America.

5. Continuing Evaluation.

The Board of Aldermen of the City of Starkville will continue its evaluation and updating of this article through methods including, but not limited to:

- (1) Within one (1) month after the implementation of this article and each and every quarter thereafter, the chief of police or his duly appointed representative shall provide the Board with a complete report concerning the effect of this article on crimes committed by and against minors, and of the number of warnings issued and arrests of minors and parents hereunder, and such other information and statistical or otherwise, as the Board may request.
- (2) After receipt of the police chief's report, the Mayor shall place this matter on the Board agenda for discussion, review and continuing its evaluation.

6. Effective Date.

In the interest of the immediate or temporary preservation of public peace, health or safety or for other good cause, this article shall be effective from and after passage, if passed by a unanimous vote, and thirty (30) days after passage if passed by a majority vote.

7. Notice.

The city clerk shall provide notice of this article and of the curfew regulations established by it by having copies of the article posted in, or about such public places as may be determined by the mayor, the Board of Aldermen and police department in order that the public may be constantly informed of the existence of the article and its amendments and regulations.

8. Article Cumulative.

This article shall be cumulative and in addition to any other laws in force.

UPON MOTION of Alderman Carver seconded by Alderman Vaughn the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

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

The Mayor thereby declared the motion carried and the Ordinance adopted, this the 15th day of June, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED

CITY CLERK

MAYOR

27. REQUEST AUTHORIZATION TO ADVERTISE FOR AN ASSISTANT CITY CLERK / PAYROLL CLERK IN THE CITY CLERK/ FINANCE & ADMINISTRATION DEPARTMENT.

Mayor Spruill discussed this revised position to be primarily a Payroll Clerk, but would serve as the “go-to” person should Mrs. Hardin not be available. Upon the motion of Alderman Walker, seconded by Alderman Sistrunk, to advertise for an Assistant City Clerk / Payroll Clerk in the City Clerk/ Finance & Administration Department, the Board voted as follows:

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

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

28. REQUEST AUTHORIZATION TO HIRE ANNE WELCH AS A PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Alderman Walker offered a motion to hire Anne Welch as a planner in the Community Development Department. Following a second by Alderman Little, 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.

29. CONSIDERATION OF THE RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, APPROVING THE ASSIGNMENT OF THE AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT FROM CASTLE STARKVILLE, LLC TO TRIANGLE CROSSING, LLC, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021 AUTHORIZING THE CITY TO REIMBURSE TRIANGLE CROSSING, LLC AS THE DEVELOPER, FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED \$4,250,000, IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

City Attorney Latimer introduced the Resolution. Mark Castleberry spoke to the Mayor and Board as to the purpose of the request for the Resolution. He stated he will remain the majority partner, but Triangle Crossing, LLC will bring expertise and additional quality to the project.

Alderman Vaughn offered a motion to approve a Resolution of the Mayor and the Board of Aldermen of the City of Starkville, Mississippi, approving the assignment of the amended and restated development and reimbursement agreement from castle Starkville, LLC to Triangle Crossing, LLC, in conjunction with the tax increment financing plan for the Garan manufacturing redevelopment project, City of Starkville, Mississippi august 2019, as amended and restated February 2021 authorizing the city to reimburse Triangle Crossing, LLC as the developer, for certain costs of certain infrastructure improvements from tax increment financing revenue bonds of the municipality in an amount not to exceed \$4,250,000, in one or more series; and for related purposes.

Following a second by Alderman Beatty, 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.

RESOLUTION

THERE CAME on for consideration by the Mayor and Board of Aldermen (the “Governing Body”) of the City of Starkville, Mississippi (the “City”), the matter of an *Assignment of Amended and Restated Development and Reimbursement Agreement* (the “Assignment”) between Castle Starkville, LLC (“Castle Starkville”) and Triangle Crossing, LLC (the “Developer”). After a full consideration of the matter, Alderman Vaughn offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, APPROVING THE ASSIGNMENT OF THE AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT FROM CASTLE STARKVILLE, LLC TO TRIANGLE CROSSING, LLC, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021 AUTHORIZING THE CITY TO REIMBURSE TRIANGLE CROSSING, LLC AS THE DEVELOPER, FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED \$4,250,000, IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “TIF Act”), the Governing Body of the City has previously approved the *Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the “Redevelopment Plan”)* for the City on April 4, 2006; and

WHEREAS, on March 16, 2021, the Governing Body of the City has approved the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project. City of Starkville, Mississippi, August 2019, as Amended and Restated February 2021* (the “Amended TIF Plan”); and

WHEREAS, under the TIF Act, the Governing Body of the City is authorized and empowered to issue tax increment financing revenue bonds for the purpose of reimbursing certain costs of certain Infrastructure Improvements (as defined in the TIF Plan) to support and be a part of the “redevelopment project”; and

WHEREAS, Castle Starkville and the City entered into an Amended and Restated Development and Reimbursement Agreement dated as of March 16, 2021 (the “Agreement”) regarding the redevelopment of the Garan Manufacturing Facility as contemplated in the Amended TIF Plan; and

WHEREAS, Castle Starkville and RP Starkville, LLC, a Tennessee limited liability company, have formed the Developer to carry forward the project as contemplated in the Agreement and the Amended TIF Plan; and

WHEREAS, Castle Starkville desires to assign, and the Developer intends to assume, the benefits and obligations of Castle Starkville pursuant to and under the Agreement; and

WHEREAS, under the Agreement, the City must approve of any assignment of Castle Starkville’s interest in the Agreement; and

WHEREAS, it is necessary and in the best interest of the City to approve the assignment of the Agreement to the Developer substantially in the form attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

SECTION 1. That all the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION 2. The Governing Body of the City hereby approves the Assignment in substantially the form attached hereto as **Exhibit A**.

SECTION 3. The Governing Body of the City hereby authorizes and directs the Mayor and City Clerk of the City to execute and deliver the Assignment for and on behalf of the City with such changes, insertions, and omissions as may be approved by such officers or their designees, said execution and delivery being conclusive evidence of such approval for the purpose of consenting to said assignment from Castle Starkville to the Developer.

Following the reading and discussion of the foregoing resolution, Alderman Sistrunk seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Vaughn moved and Alderman Sistrunk seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: Yea
Alderman Sandra C. 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 N. Vaughn, Sr.	voted: Yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 15th day of June, 2021

EXHIBIT A

ASSIGNMENT OF AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This assignment of the Amended and Restated Development and Reimbursement Agreement (the "Assignment"), dated as of _____, 2021 (the "Effective Date") is between Triangle Crossing, LLC, a Delaware limited liability company (the "Developer"), and Castle Starkville, LLC, a Mississippi limited liability company ("Castle Starkville"), and is an assignment of that *Amended and Restated Development and Reimbursement Agreement* (the "Agreement") dated as of March 16, 2021, by and between the City of Starkville, Mississippi (the "City"), and Castle Starkville.

WITNESSETH:

WHEREAS, Castle Starkville and the City entered into the Agreement regarding the redevelopment of the Garan Manufacturing Facility as contemplated in the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Restated February, 2021* (the "Amended TIF Plan"); and

WHEREAS, Castle Starkville and RP Starkville, LLC, a Tennessee limited liability company, have formed the Developer to carry forward the project as contemplated in the Agreement and the Amended TIF Plan; and

WHEREAS, Castle Starkville desires to assign, and the Developer intends to assume, the benefits and obligations of Castle Starkville pursuant to and under the Agreement; and

WHEREAS, under the Agreement, the City must approve of any assignment of Castle Starkville's interest in the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, CASTLE STARKVILLE AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. ASSUMPTION OF OBLIGATIONS: Developer acknowledges the receipt of a copy of the Agreement. As of the Effective Date, Developer hereby assumes all of Castle Starkville's interests, rights, duties, and obligations remaining in the Agreement. As of the Effective Date, Developer agrees to comply with all the terms and perform all conditions and covenants in the Agreement as if Developer were an original party therein.

SECTION 2. CASTLE STARKVILLE'S REPRESENTATIONS: Castle Starkville warrants that the Agreement is in full force and effect and fully assignable or may be assigned with the City's consent. Castle Starkville further warrants that the contract rights transferred in this Assignment are free of lien, encumbrance, or adverse claim.

SECTION 3. BINDING EFFECT: The covenants and conditions contained in this Assignment shall apply to and bind Castle Starkville, RP Starkville, LLC, and Developer, and their heirs, legal representatives, successors, and permitted assigns (the "Parties").

SECTION 4. GOVERNING LAW: This Assignment shall be governed by and construed in accordance with the laws of the State of Mississippi, not including any conflict of laws rules that would refer to the laws of another jurisdiction.

SECTION 5. NON-WAIVER: The failure of the Parties to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of the rights of any parties listed in this Section to subsequently enforce and compel strict compliance with every provision of this Assignment.

SECTION 6. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. In the event that any signature hereof is delivered by facsimile transmission or by e-mail as a scanned and attached document, such signature shall create a valid and binding obligation of the Parties executing the same, with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the parties have caused this Assignment to be executed effective as of the Effective Date.

CASTLE STARKVILLE, LLC

A Mississippi limited liability company

By: _____
Mark Castleberry, Member

TRIANGLE CROSSING, LLC

A Delaware limited liability company

By: _____
Name: _____
Title: _____

**EXECUTED FOR THE LIMITED PURPOSE OF CONSENTING TO THE ASSIGNMENT BY CASTLE STARKVILLE, LLC
TO TRIANGLE CROSSING, LLC**

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST: _____
Lesa Hardin, City Clerk

30. A MOTION TO BAN AND PROHIBIT BIRD SCOOTERS, AND ANY OTHER UPRIGHT, MOTORIZED, PUBLIC COMMERCIAL SCOOTER DEVICES WHERE INDIVIDUALS STAND TO RIDE, FROM THE CITY’S STREETS, SIDEWALKS, RIGHT-OF-WAY, AND ANY OTHER PUBLIC PLACES, EFFECTIVE IMMEDIATELY.

Alderman Little offered a motion to ban and prohibit Bird scooters, and any other upright, motorized, public commercial scooter devices where individuals stand to ride, from the city’s streets, sidewalks, right-of-way, and any other public places, effective immediately, based on the following findings:

- The operation of the scooters has endangered the health, safety, and welfare of the scooters’ riders, as well as the City’s walking, riding, and driving public.
- The scooters have been abandoned, scattered, and strewn about the City in an unsightly and unsafe manner that blocks the City’s sidewalks, multi-use paths, and other public right-of-way.
- The use and operation of the scooters jeopardizes the mobility and safety of vehicular, bicycle, and foot traffic.
- Mississippi State University has banned the use of these scooters on its campus and the City wishes to align with MSU for consistency of regulation.

The motion was seconded by Alderman Beatty and the Board voted as follows:

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

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

31. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of June 8, 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	\$ 432,388.44
Restricted Police Fund	002	558.55
Restricted Fire Fund	003	1,555.67
Airport Fund	015	22,751.44
Sanitation	022	19,141.98
Computer Assessments	107	28,503.41
Industrial Park Bond	303	81,021.46
Linkage TAP Project	310	177,221.17
Public Improv Bonds 2018	319	393.00
Park Bond - 2020	380	12,714.34
Sub Total Before Utilities		\$ 776,249.46
Utilities Dept.	SED	1,385,025.49
Total Claims	Total	\$ 2,161,274.95

32. 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 Vaughn, 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.

33. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of discussing all active pending litigation matters when a discussion in open session would have a detrimental effect on the litigating position of the City. Following a second by Alderman Vaughn, 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 discussing all active pending litigation matters when a discussion in open session would have a detrimental effect on the litigating position of the City. At this time, the Board entered Executive Session.

34. 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 not taken any action in Executive Session.

35. MOTION TO ADJOURN UNTIL JULY 6, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until July 6, 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 JULY, 2021.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)