MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 21, 2021

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on September 21, 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, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor 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:

There being no changes, 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 Carver offered a motion, duly seconded by Alderman Rupp, to approve the September 21, 2021 Official Agenda. 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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, SEPTEMBER 21, 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 SEPTEMBER 3, 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

BRITTON JONES – CLARK GROVE SUBDIVISION

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING ON THE PROPOSED ADOPTION OF A GOLF CART OR LOW SPEED VEHICLE ORDINANCE

PUBLIC HEARING AND CONSIDERATION OF SE 21-06: REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR 5 LOTS TO BE CREATED WITHOUT FRONTING A PUBLIC STREET IN PHASE III OF THE ADELAIDE SUBDIVISION WITHIN A TN-N ZONING DISTRICT WITH THE PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION AND APPROVAL OF A RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE EXTEND THE FUNDING OF THE 2% FOOD AND BEVERAGE TAX FOR THE CITY OF STARKVILLE UNTIL JUNE 30, 2032.

B. CONSIDERATION OF ADVERTISING FOR A PAID PARKING SOLUTION TO THE AREAS FROM MONTGOMERY STREET AT UNIVERSITY DRIVE TO CAMPUS, AND INCLUDING BUT NOT LIMITED TO RUSSELL STREET, LAMPKIN STREET, MAXWELL, PAIGE AND ADKERSON WAY.

C. CONSIDERATION OF APPROVING AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY FOR THE MANAGEMENT, OPERATION AND FUNDING OF GEORGE M. BRYAN FIELD LOCATED ON AIRPORT ROAD IN STARKVILLE, MISSISSIPPI.

D. CONSIDERATION OF THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO SUPPLEMENT THE STARKVILLE POLICE DEPARTMENT FOR AN ADDITIONAL TWO (2) CERTIFIED POLICE OFFICERS.

E. CONSIDERATION OF THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE PURPOSES OF REDESIGNING, REHABILITATING, EXPANDING AND IMPROVING THE MUNICIPAL PARKS LOCATED IN AND IMPACTING QUALIFIED CENSUS TRACTS.

X. BOARD BUSINESS

A. CONSIDERATION OF RESCINDING THE SEPTEMBER 7, 2021 MOTION TO NEGOTIATE A CONTRACT WITH SPORTS FACILITIES MANAGEMENT TO MANAGE ALL THE PARKS WITHIN THE CITY OF STARKVILLE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR (3) AIRPORT BOARD MEMBERS AND AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO BILOXI, MS ON NOVEMBER 10-12, 2021 TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE AT A TOTAL ESTIMATED COST OF $2,700.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF PP 21-02: REQUEST TO MODIFY A PREVIOUSLY APPROVED PRELIMINARY PLAT FOR "ADELAIDE, PHASE III" LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT WITH PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

2. CONSIDERATION OF REAPPOINTMENT OF PETER SUMMERLIN, THE SOLE CANDIDATE, TO THE WARD 4 VACANCY ON THE LANDSCAPE ADVISORY BOARD WITH A 4-YEAR TERM EXPIRING ON SEPTEMBER 30, 2025.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOW BASE QUOTE FOR THE DAYLILLY DRIVE DRAINAGE PROJECT FROM H&H CONSTRUCTION IN THE AMOUNT OF $26,760 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 SEPTEMBER 14, 2020 FOR FISCAL YEAR ENDING 9/30/21, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF AUGUST FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW TYLER ALAN DAVIS TO TRAVEL TO CHARLOTTE, NC FOR THE CAROLINA FIRE DAYS 2021 CONFERENCE, NOVEMBER 14 – 19, 2021 AT AN APPROXIMATE COST OF $1,500.

2. REQUEST PERMISSION TO ALLOW CHIEF CHARLES YARBROUGH, B.C. ROOSEVELT HARRIS, AND B.C. JEROME CLARK TO ATTEND THE 2021 MID-WINTER FIRE CHIEFS CONFERENCE HELD IN GREENVILLE, MS, DECEMBER 7- 9, 2021 WITH ADVANCED TRAVEL (REGISTRATION AND HOTEL) AN APPROXIMATE COST OF $1,200.

3. REQUEST PERMISSION TO ALLOW PAUL DAVIS RESTORATION TO COMPLETE THE MOLD REMEDIATION, RESTORATION AND REMODEL AT STATION 3 AT A COST OF $13,850.15, THE HIGHER OF TWO LOCAL QUOTES, DUE TO IT INCLUDING DEMOLITION AND REMODELING WHICH THE OTHER COMPANY ONLY OFFERS REMEDIATION.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ANDREW ALLEN AS A GROUND MAINTENANCE WORKER IN THE STARKVILLE AIRPORT DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE EMANUEL MCMORRIS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE DERRICK WARE AS A MAINTENANCE WORKER FOR THE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. CONSIDERATION OF DECLARING SIXTY THREE COMPUTERS AND OTHER TECHNOLOGY ITEMS AS SURPLUS AND REMOVE FROM CITY INVENTORY PER THE LIST PROVIDED AND CONFIRMED.

I. PARKS

1. CONSIDERATION TO AWARD KIMLEY HORN THE CONTRACT TO UPDATE 2016 COMPREHENSIVE PARK MASTER PLAN TO INCLUDE A REDESIGN, REHABILITATION, EXPANSION AND IMPROVEMENT OF THE MUNICIPAL PARKS TO BE PAID FOR USING THE AMERICAN RESCUE PLAN ACT FUNDS.

J. POLICE DEPARTMENT

1. POLICE

   a. REQUEST APPROVAL TO PURCHASE A 2018 CHEVROLET MALIBU LT, VIN:1G1ZD5ST3JF144083 WITH 90,621 MILES FROM BARNES CROSSING AUTO SALES STARKVILLE, MS, TO BE USED BY THE NARCOTICS DIVISION AS AN UNMARKED CAR AND PAID FOR PRIMARILY WITH THE POLICE FORFEITED FUNDS – STATE, LINE ITEM 001-000-334-126 AT A COST OF $18,065.00, WHICH IS WITHIN THE ESTIMATED RANGE FOR THIS USED VEHICLE.

2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CLARKE POWER SERVICES, THE LOWER QUOTE, TO REPLACE THE TRANSMISSION ON THE 2014 FREIGHTLINER GARBAGE TRUCK AT A COST OF $ 5,921.53 INCLUDING PARTS, FREIGHT AND SUPPLIES.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE ELECTRIC DIVISION #26 2003 FORD RANGER (VIN:1FTYR10D83PB82754) AS SURPLUS AND TO AUCTION ON GOVDEALS.COM.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM NATIONAL WATER SERVICES, LLC IN THE AMOUNT OF $12,598.92 FOR THE HENDERSON WELL MOTOR REPAIR.

3. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM QUALITY ALUMINUM AND HOME IMPROVEMENT TO REPLACE EXISTING AWNING FOR THE MAIN STARKVILLE UTILITIES OFFICE BUILDING IN THE AMOUNT OF $12,342.52.

5. REQUEST AUTHORIZATION TO PURCHASE 14 EQUIPMENT LOCKERS FROM ULINE.COM, THE LOWER OF TWO QUOTES, IN THE AMOUNT NOT TO EXCEED $8,000.00 FOR THE ELECTRIC DIVISION PERSONNEL.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Pending Litigation

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 5, 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. 3120 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 23:

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

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the September 3, 2021 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF AND APPROVAL OF A RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE EXTEND THE FUNDING OF THE 2% FOOD AND BEVERAGE TAX FOR THE CITY OF STARKVILLE UNTIL JUNE 30, 2032.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution to request a 10 year extension of the 2% funding for the food and beverage tax from Senate Bill 3012 passed by the Mississippi Legislature and signed by the Governor in 2018" is enumerated, this consent item is thereby approved.
The Resolution follows this page.

4. CONSIDERATION OF APPROVING AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY FOR THE MANAGEMENT, OPERATION AND FUNDING OF GEORGE M. BRYAN FIELD LOCATED ON AIRPORT ROAD IN STARKVILLE, MISSISSIPPI.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of an updated interlocal agreement with Oktibbeha County and Mississippi State University for the management, operation and funding of George M. Bryan field located in Starkville, Mississippi, with funding to be shared 35%, 35% and 30% between the County, City and MSU respectively" is enumerated, this consent item is thereby approved.
The agreement follows the 2% Resolution.

5. CONSIDERATION OF APPROVAL FOR (3) AIRPORT BOARD MEMBERS AND AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO BILOXI, MS ON NOVEMBER 10-12, 2021 TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE AT A TOTAL ESTIMATED COST OF $2,700.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval for (3) Airport Board Members and Airport Board Director Rodney Lincoln to Travel to Biloxi, MS on November 10-12, 2021 and to Attend the Mississippi Airport Association (MAA) Conference" is enumerated, this consent item is thereby approved.

RESOLUTION TO EXTEND THE ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX IMPOSED BY THE CITY OF STARKVILLE, MISSISSIPPI ON THE GROSS REVENUE OF RESTAURANTS DERIVED FROM THE SALE OF PREPARED FOOD, ALCOHOLIC AND NONALCOHOLIC BEVERAGES

WHEREAS, the Mayor and Board of Aldermen of Starkville, Mississippi (the "Board"), acting for and on behalf of the City of Starkville, Mississippi (the "City" or "Starkville"), do hereby find, determine and adjudicate as follows:

1. By Chapter 950, Local and Private Laws of 1994, the Mississippi Legislature provided authority for Starkville to impose a two percent (2%) economic development, tourism, and convention tax on the gross revenue of restaurants within the City limits derived from the sale of prepared food and alcoholic and non-alcoholic beverages. The two percent (2%) tax was voted on, and approved, in a referendum of the qualified electors of the City.

2. During the Regular Legislative Session of 2004, House Bill 1833 was enacted which amended the entities receiving distribution of the proceeds of the two percent (2%) tax, amended the percentage of distribution of those proceeds, and extended the two percent (2%) tax through June 30, 2015.

3. During the Regular Legislative Session of 2015, House Bill 1664 was passed which extended the term of the entities receiving the distribution through June 30, 2018.

4. And again during the Regular Legislative Session of 2018, Senate Bill 3012 was passed which further extended the term of entities receiving distribution through June 30, 2022.

5. A portion of the proceeds from the two percent (2%) tax are obligated to service debt on the City's Sportsplex through 2027 and will be used to support and maintain the construction and maintenance of the Cornerstone Sports Park for the 30 year term of those bonds.

6. Since its enactment, the two percent (2%) tax has been instrumental in promoting economic development and tourism in the City of Starkville and the surrounding community.

7. Because the two percent (2%) tax has greatly benefitted the City and its citizens, Starkville wishes to extend it for an additional term of 10 years, at the same distribution level, and to the same entities, as established in House Bill 1833.

8. Because Starkville simply seeks to extend the current legislation for an additional ten (10) year term, and does not seek to: (1) adjust the amount of the tax, (2) adjust the entities receiving the proceeds from the tax, or (3) adjust the percentage of distribution of the proceeds that each entity receives, Starkville requests to be relieved of having to hold a referendum on the issue.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board seeks the extension of the two percent (2%) economic development, tourism, and convention tax for an additional ten (10) year term, through and including June 30, 2032, with all other terms and conditions remaining the same.

After discussion, Alderman Ben Carver moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Jeffrey Rupp. The Mayor then put the question to a vote, and the result was as follows:

Alderman Ben Carver	Voted: aye
Alderman Sandra Sistrunk	Voted: aye
Alderman Jeffrey Rupp	Voted: aye
Alderman Mike Brooks	Voted: aye
Alderman Hamp Beatty	Voted: aye
Alderman Roy A'. Perkins	Voted: aye
Alderman Henry N. Vaughn	Voted: aye

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 21st day of September 2021.

____
D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

____
Lesa Hardin, City Clerk
Starkville, Mississippi

GEORGE M. BRYAN FIELD

AIRPORT CONTRACT

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

THIS AGREEMENT made and entered into this ___day of _________, 2021, between the City of Starkville, Mississippi, a municipal corporation located within Oktibbeha County, Mississippi, acting by and through its Mayor under the authority of an order of its Board of Aldermen authorizing the same and enrolled upon its minutes, hereafter called the "CITY" and Oktibbeha County, Mississippi, by and through its President of the Board of Supervisors under the authority of an order of the Board of Supervisors spread upon its minutes and hereafter called the "COUNTY" and Mississippi State University acting by and through its President and hereafter called the "UNIVERSITY", witnesseth:

A. PARTIES

1. The parties recite that the Starkville Municipal Airport, George M. Bryan Field, hereafter called "BRYAN FIELD" is a Federal Aviation approved airport owned and operated by the City of Starkville under the provisions of Miss. Code Ann. §61-5-1 *et seq.*, cited as the Municipal Airport Law.

2. The parties further recite that the airport is located within the local multi-industry standard industrial park and has been, and will be in the future, a material factor in the industrial, education and economic growth of the County and City and the University.

3. The parties further recite that the acquisition of strategically placed additional land adjacent to BRYAN FIELD, certain improvements in the physical facilities, the provision of ten percent (10%) matching funds required for receipt of Federal Aviation Agency grants to acquire a portion of such additional land, and participation of the University, the County and City in the management and operation of Bryan Field, will serve the public interest, convenience and necessity of the county, the City, the University and its citizens.

4. The parties further recite that Mississippi State University has entered into this agreement under the provisions of Miss. Code Ann. §61-5-71 to provide additional funding for airport improvement and maintenance.

5. The parties stipulate further that Bryan Field is a public facility within the meaning of Miss. Code Ann. §17-13-7, that the parties are each public agencies and governing bodies within the meaning of Miss. Code Ann. §61-5-33, enjoying all the powers, privileges and authority conferred by the Municipal Airport Law upon such entities.

6. It is recognized that the parties entered into the original agreement as spread upon the minutes in Minute Book 30, Pages 121-123 of the governing body of the City of Starkville in April, 1986, attached as Exhibit "A," and as amended by the First Amendment to Airport Contract Interlocal Agreement dated December 7, 1992, attached as Exhibit "B."

B. TERM

The term of this agreement shall be for a period of ten (10) years beginning with the date of actual or constructive approval by the Attorney General of Mississippi in accordance with Miss. Code Ann. §17-13-11. This agreement will automatically extend and renew for successive one-year periods except that any party may terminate the same on any anniversary date by notice in writing delivered to the authorized representative of the governing bodies no less than 180 days prior to any effective anniversary.

C. OWNERSHIP

Presently existing property and facilities of Bryan Field will continue to be owned by the City. Property and facilities acquired during the effective life of this contract shall be owned by the parties, which shall be reconveyed to the City upon termination of this agreement by any party.

D. ADMINISTRATION

1. During the life of this agreement, the cost of acquisition, establishment, construction, enlargement, improvements, maintenance, management and regulation of Bryan Field will be borne thirty-five (35%) by the City of Starkville, thirty-five (35%) by Oktibbeha County and thirty (30%) by Mississippi State University. Notwithstanding any other provisions of this agreement, however, the total expenditures to be made for any purpose in any year shall be determined by a budget approved by the University and the governing bodies of both the City and the County on or before the beginning of any contract year. No airport, air navigation facility, airport hazard, or real or personal property, the cost of which is in excess of sums fixed by the joint agreements or allotted in the annual budget, may be acquired without separate approval of the University and the governing bodies of the City and the County.

2. Eminent domain proceedings may be instituted by the authority of the City and County governing bodies. If so authorized, such proceedings shall be instituted in the names of the City and County jointly and the property so acquired shall be held by the public agencies as tenants in common.

3. Resolutions, rules, regulations, and orders of the joint board, as identified and described in Section E below, shall become effective only upon the approval of the University and the governing bodies of the City and County. Upon approval, such resolutions, rules,

regulations, or orders of the joint board shall have the same effect as ordinances, resolutions, rules, regulations or orders of the University, the City and the County as the parties would have in their own territory or jurisdiction.

4. No indebtedness arising from the joint operation of Bryan Field shall be incurred except upon approval of the University and the governing authority of the City and County. It is stipulated by the City that no indebtedness exists against Bryan Field property or facility. It is understood however that the property and facilities of Bryan Field are held subject to certain covenants with the United States with which all parties to this agreement are familiar.

5. The City is hereby designated to receive, disburse and account for all funds of the joint undertaking and shall account to the County and the University annually or more often upon the specific request of the Board of Supervisors of Oktibbeha County or the University.

E. JOINT BOARD

1. Pursuant to Miss. Code Ann. §61-5-37, there is hereby created a joint board consisting of three (3) members serving as the City representatives, three (3) members serving as County representatives, and three (3) serving as University representatives. Members of the joint board will serve without compensation for such term as the University or the governing authority of the City and the governing authority of the County may designate for the respective appointees of each.

2. Upon required approval of this contract and appointment (or continuation of same) by the respective governing authorities, the joint board shall organize, select officers for terms designated by the joint board, not exceeding two (2) years, and adopt rules of procedure for its own operation. The joint board shall have power to plan, acquire, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect, and police Bryan Field or air navigation facilities or airport hazards to be jointly controlled and operated subject to the limitations imposed by Miss. Code Ann. §61-5-39, and subject to the further limitation that expenditures of funds shall be limited to those items budgeted, approved and allocated in accordance with approved line budget items. Further, all public works contracts, public purchases and employment will be made by and through the governing authorities of the respective parties in accordance with statutory requirements imposed upon the governing authorities of the parties.

F. STIPULATIONS

1. The parties stipulate that the acquisition of lands, enlargement, improvement, maintenance, equipping and operation of Bryan Field and other navigation facilities by the respective governing authorities, the joint board, and the members thereof, are public and government functions exercised for a public purpose, being matters of public necessity within the meaning of Miss. Code Ann. §61-5-47.

Approved by a vote of the majority of the Board of Aldermen of the City of Starkville and executed to be effective this date as specified above and entered upon the minutes of the governing authorities.

CITY OF STARKVILLE

____

D. LYNN SPRUILL, MAYOR

Approved by a vote of the majority of the Board of Supervisors of Oktibbeha County and executed to be effective this date as specified above and entered upon the minutes of the governing authorities.

OKTIBBEHA COUNTY

____

JOE WILLIAMS, PRESIDENT
BOARD OF SUPERVISORS, 2021

Approved by the IHL Board of Trustees for and on behalf of Mississippi State University.

MISSISSIPPI STATE UNIVERSITY

____

DR. MARK KEENUM, PRESIDENT
MISSISSIPPI STATE UNIVERSITY

6. CONSIDERATION OF PP 21-02: REQUEST TO MODIFY A PREVIOUSLY APPROVED PRELIMINARY PLAT FOR “ADELAIDE, PHASE III” LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT WITH THE PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of PP 21-02 is a request to modify a previously approved Preliminary Plat for “Adelaide, Phase III” located on the west side of Adelaide Phase I and II on Ryan Avenue and Bancroft Avenue within a TN-N zoning district with parcel numbers 105-15-007.00 and 105-22-001.00 with the conditions listed below” is enumerated, this consent item is thereby approved.

Conditions of approval:

1. The dedication of a minimum of 10 feet of right-of-way shall be required to accommodate future roadway improvements and widening on all future phases of the subdivision.
2. A left turn lane on to South Montgomery Street shall be required for each entrance as shown on Attachment 6 based on the total number of constructed dwelling units within the entire subdivision. The trigger for the construction of the left turn lane shall be as follows:
   - North Site Drive at 400 dwelling units
   - Lawrence Avenue at 470 dwelling units
   - South Site Drive #1 at 550 dwelling units
   - South Site Drive #2 at 600 dwelling units
   - South Site Drive #3 at 600 dwelling units
3. A turnaround for emergency vehicles shall be provided at the west end of Bancroft Avenue, Saunders Street, and Dero Drive prior to the issuance of a building permit for Lot 95, 96, 101, 102, 107, and 108. Turnaround layout and design shall be shown on approved infrastructure drawings.

7. CONSIDERATION OF REAPPOINTMENT OF PETER SUMMERLIN, THE SOLE CANDIDATE, TO THE WARD 4 VACANCY ON THE LANDSCAPE ADVISORY BOARD WITH A 4-YEAR TERM EXPIRING ON SEPTEMBER 30, 2025.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of reappointing Peter Summerlin to the Landscape Advisory Board with a 4-year term expiring on September 30, 2025” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF ACCEPTANCE OF THE LOW BASE QUOTE FOR THE DAYLILLY DRIVE DRAINAGE PROJECT FROM H&H CONSTRUCTION IN THE AMOUNT OF $26,760 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the low base quote for the Daylilly Drive Drainage Project from H&H construction in the amount of $26,760 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

2 quotes received: H&H Construction $26,760 and Warner Construction $36,310

9. CONSIDERATION OF ACCEPTANCE OF AUGUST 2021 FINANCIAL STATEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the “approval of acceptance of August 2021 Financial Statements” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ALLOW TYLER ALAN DAVIS TO TRAVEL TO CHARLOTTE, NC FOR THE CAROLINA FIRE DAYS 2021 CONFERENCE, NOVEMBER 14 – 19, 2021 AT AN APPROXIMATE COST OF $1,500.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to allow Tyler Alan Davis to travel to Charlotte, NC for the Carolina Fire Days 2021 conference, November 14 – 19, 2021 at an approximate cost of $1,500 (travel, meals, registration and hotel)" is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ALLOW CHIEF CHARLES YARBROUGH, B.C. ROOSEVELT HARRIS, AND B.C. JEROME CLARK TO ATTEND THE 2021 MID-WINTER FIRE CHIEFS CONFERENCE HELD IN GREENVILLE, MS, DECEMBER 7- 9, 2021 WITH ADVANCED TRAVEL (REGISTRATION AND HOTEL) AN APPROXIMATE COST OF $1,200.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to allow Chief Charles Yarbrough, B.C. Roosevelt Harris, and B.C. Jerome Clark to attend the 2021 Mid-Winter Fire Chiefs Conference held in Greenville, MS, December 7- 9, 2021 with advanced travel (registration and hotel) an approximate cost of $1,200" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ALLOW PAUL DAVIS RESTORATION TO COMPLETE THE MOLD REMEDIATION, RESTORATION AND REMODEL AT STATION 3 AT A COST OF $13,850.15, THE HIGHER, BUT BEST, OF TWO LOCAL QUOTES, DUE TO IT INCLUDING DEMOLITION AND REMODELING WHICH THE OTHER COMPANY ONLY OFFERS REMEDIATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to allow Paul Davis Restoration to complete the mold remediation, restoration and remodel at Station 3 at a cost of $13,850.15, with SFD requesting the higher quote, because it includes demolition and remodel and the other company only offers remediation" is enumerated, this consent item is thereby approved.

Two Quotes received: Paul Davis $13,850.15 and Absolute Clean: $11,308.67

13. CONSIDERATION TO HIRE ANDREW ALLEN AS A GROUND MAINTENANCE WORKER IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Andrew Allen as a Ground Maintenance Worker in the Starkville Airport Department" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE EMANUEL MCMORRIS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Emanuel McMorris as a Maintenance Worker in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE DERRICK WARE AS A MAINTENANCE WORKER FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Derrick Ware as a Maintenance Worker for the Utilities Department" is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF DECLARING SIXTY-THREE COMPUTERS AND OTHER TECHNOLOGY ITEMS AS SURPLUS AND REMOVE FROM CITY INVENTORY PER LIST AND CONFIRMED.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of declaring sixty three computers as surplus and remove from the City's inventory per the list provided by the IT department" is enumerated, this consent item is thereby approved. A list of the items follows this page.

17. CONSIDERATION TO PURCHASE A 2018 CHEVROLET MALIBU LT, VIN:1G1ZD5ST3JF144083 WITH 90,621 MILES FROM BARNES CROSSING AUTO SALES STARKVILLE, MS, TO BE USED BY THE NARCOTICS DIVISION AS AN UNMARKED CAR AND PAID FOR PRIMARILY WITH THE POLICE FORFEITED FUNDS – STATE, LINE ITEM 001-000-334-126 AT A COST OF $18,065.00, WHICH IS WITHIN THE ESTIMATED RANGE FOR THIS USED VEHICLE.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to purchase a 2018 Chevrolet Malibu LT, VIN:1G1ZD5ST3JF144083 with 90,621 miles from Barnes Crossing Auto Sales Starkville, MS, to be used by the Narcotics Division as an unmarked car and paid for with the Police Forfeited Funds – State, line item 001-000-334-126 at a cost of $18,065.00, which is within the estimated range for this used vehicle" is enumerated, this consent item is thereby approved.

18. CONSIDERATION FOR CLARKE POWER SERVICES, THE LOWER QUOTE, TO REPLACE THE TRANSMISSION ON THE 2014 FREIGHTLINER GARBAGE TRUCK AT A COST OF $ 5,921.53 INCLUDING PARTS, FREIGHT AND SUPPLIES.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval for Clarke Power Services to replace the transmission on the 2014 Freightliner garbage truck at a cost of $ 5,921.53 including parts, freight and supplies" is enumerated, this consent item is thereby approved.

Two quotes: Magnolia Diesel - $6,564.29 and Clarke Power Services - $5,921.53

19. CONSIDERATION TO DECLARE THE ELECTRIC DIVISION #26 2003 FORD RANGER (VIN:1FTYR10D83PB82754) AS SURPLUS AND TO AUCTION ON GOVDEALS.COM.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to declare the Electric Division #26 2003 Ford Ranger (VIN:1FTYR10D83PB82754) as surplus and to auction on govdeals.com" is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO ACCEPT THE LOWER QUOTE FROM NATIONAL WATER SERVICES, LLC IN THE AMOUNT OF $12,598.92 FOR THE HENDERSON WELL MOTOR REPAIR.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest quote from National Water Services, LLC in the amount of $12,598.92 for the Henderson well motor repair" is enumerated, this consent item is thereby approved.

Two Quotes received: Water Services LLC - $12,598.92 and Ratliff - $15,118.70

Make	Model	Service Tag	Department
DELL	OPTIPLEX 3010	DZMQH02	CD
DELL	LATITUDE E6540	3CB1YZ1	CD
DELL	LATITUDE E6530	7BMX8W1	
DELL	OPTIPLEX 390	1ZJJZV1	CLERK
DELL	OPTIPLEX 390	1ZGKZV1	CLERK
DELL	OPTIPLEX 9020	C5VMGB2	CLERK
DELL	OPTIPLEX 3010	H9J09Z1	COURT
DELL	OPTIPLEX 3020	6YHW082	
DELL	OPTIPLEX 3020	89LHX12	CD
DELL	OPTIPLEX 3010	46567Y1	SAE
DELL	OPTIPLEX 3020	HG5BF42	
DELL	OPTIPLEX 3020	HGZHBY1	
DELL	OPTIPLEX 3010	FTCC9Z1	HR
DELL	OPTIPLEX 390	1ZHJZV1	HR
DELL	OPTIPLEX 390	6ckm8v1	HR
DELL		H9JZ821	Court
DELL	OPTIPLEX 3010	2VMDSW1	Court
DELL	Latitude E7450	h3z91aa	Parks
DELL	Latitude E7450	89zrk12	ComDev
DELL	OPTIPLEX 390	1ZJKZV4	Clerk
DELL	OPTIPLEX 3020	HR5LB32	Clerk
DELL	OPTIPLEX 390	1ZGJZV1	Clerk
DELL	OPTIPLEX 3010	GCB5CX1	Police
DELL	OPTIPLEX 3010	GCC1CX1	Police
DELL	OPTIPLEX 3020	9CYLB12	Police
DELL	OPTIPLEX 3020	59S5282	Police
DELL	OPTIPLEX 380	87YPJQ1	
DELL	OPTIPLEX 3020	89GSX12	CD
DELL	OPTIPLEX 7020	BWCQDB2	CLERK
DELL	OPTIPLEX 9020	H26TKB2	PARKS
DELL	OPTIPLEX 7440 AIO	59XMPD2	PARKS
DELL	OPTIPLEX 3020	87TPJQ1	
DELL	OPTIPLEX 3020	FTCG9Z1	
DELL	OPTIPLEX 3010	CTTDBY1	
DELL	OPTIPLEX 3020	JXV9082	
DELL		1DLNZ52	
DELL		7BMX8W1	Mayor
DELL		3CB1YZ1	CD
DELL		4VXZ9B1	ENG
DELL		D5XFJK1	CD
DELL	OPTIPLEX	7BGD842	PD
DELL	OPTIPLEX	GCC3CX1	PD
DELL	OPTIPLEX	GD4D182	PD
DELL	OPTIPLEX	FC98282	PD
DELL	OPTIPLEX	GCB3CX1	PD

DELL	OPTIPLEX	FTD99Z1	PD	
DELL	OPTIPLEX	GCC5CX1	PD	
DELL	OPTIPLEX	8HTPH02	PD	
DELL	OPTIPLEX	3W0M8Z1	PD	
DELL	OPTIPLEX	59S6282	PD	
DELL	OPTIPLEX	FTCF9Z1	PD	
DELL	OPTIPLEX	59S5282	PD	
DELL	OPTIPLEX	GCC1CX1	PD	
DELL	TABLET	2WVYR02	PD	
DELL	LATITUDE E6400	BZF15K1	PD	
Dell	opTIPLEX	D9TBP22	court	
Dell	optiplex	D9TCP22	court	
Dell	optiplex	H9J10Z1	court	
Dell	Latitude E5550	JG55M32	Clerk	
APC UPS	APCRBC143 / 911-0140	7A1332L18297	PD	
APC UPS	APCRBC143 / 911-0140	7A1343L17896	PD	
APC UPS	APCRBC143 / 911-0140	7A1343L17866	PD	
DELL		HP746K2	Clerk	

21. CONSIDERATION OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division" is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO ACCEPT THE LOWER QUOTE FROM QUALITY ALUMINUM AND HOME IMPROVEMENT TO REPLACE EXISTING AWNING FOR THE MAIN STARKVILLE UTILITIES OFFICE BUILDING IN THE AMOUNT OF $12,342.52.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest quote from Quality Aluminum and Home Improvement to replace existing awning for the main Starkville Utilities office building in the amount of $12,342.52" is enumerated, this consent item is thereby approved.

Two Quotes received: Quality Aluminum - $12,342.52 and Holdeman - $14,193.90

23. CONSIDERATION TO PURCHASE 14 EQUIPMENT LOCKERS FROM ULINE.COM, THE LOWER OF TWO QUOTES, IN THE AMOUNT NOT TO EXCEED $8,000.00 FOR THE ELECTRIC DIVISION PERSONNEL.

Upon the motion of Alderman Carver, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 21, 2021 Official Agenda, and to accept items for consent, whereby the "approval to purchase 14 equipment lockers from Uline.com in the amount not to exceed $8,000.00 for the Electric Division personnel" is enumerated, this consent item is thereby approved.

Two Quotes received: Uline - $7,568.99 and Global - $11,001.95

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill commended the street department for getting ditches and drains cleaned which prevented flooding with recent rains. Everyone is looking forward to the upcoming football weekend and all departments will be prepared for the crowds.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver noted the date of Bulldog Bash had been changed to Friday, November 5.
Alderman Rupp thanked the Starkville Main Street Association for recently hosting the MS Main Street Association conference noting it was good to communicate with other cities.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he was pleased with the streets being overlaid. He also noted everyone needed to be careful with masks, in that it makes it a little more difficult to "tell the bad guys from the good guys".
Cate Van Halsema, Secretary of Starkville Strong, asked that some of the ARPA funding received by the City be used to assist homelessness and poverty in the area.

PUBLIC APPEARANCE: BRITTON JONES – CLARK GROVE SUBDIVISION

Mr. Jones inquired about obtaining temporary certificates of occupancy to allow residents to begin moving into approximately twelve homes which are ready in the Clark Grove Subdivision, prior to final storm water system inspection and approval. The Mayor explained he would need to go to the Community Development Department and file a variance request.

PUBLIC HEARINGS:

FIRST PUBLIC HEARING ON THE PROPOSED ADOPTION OF A GOLF CART AND LOW SPEED VEHICLE ORDINANCE

Alderman Brooks introduced the proposed Ordinance.

The Mayor then opened the Public Hearing.
Alvin Turner noted the police have slowed down racing in the City and that driving is safer now. He didn't want to see this Ordinance start new traffic problems.
There being no additional comments, the Mayor closed the Public Hearing.

PUBLIC HEARING AND CONSIDERATION OF SE 21-06: REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR 5 LOTS TO BE CREATED WITHOUT FRONTING A PUBLIC STREET IN PHASE III OF THE ADELAIDE SUBDIVISION WITHIN A TN-N ZONING DISTRICT WITH THE PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

Daniel Havelin, City Planner, presented SE 21-06, a request by Neel-Schaffer, Inc. on behalf of Live Adelaide, LLC to allow for a deviation from the development standards for 5 additional proposed lots in Phase III of the Adelaide Subdivision. The proposed 5 lots front a common area and have vehicular access from the rear by a private alley. Section 15.3.2.A of the Unified Development Code states "Every lot shall have frontage on a public street unless otherwise allowed as part of an approved site plan for a Planned Unit Development or Optional District". Section 3.4.1 requires that any request to deviate from the use standards, development requirements, subdivision standards, or base dimensional standards that are non-dimensional in nature requires a Special Exception. To allow for the proposed lots to not front a public street, a Special Exception is required.

The Mayor then opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

24. CONSIDERATION OF SE 21-06.

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion to approve SE 21-06: a request for Special Exception to allow for 5 lots to be created without fronting a public street in Phase III of the Adelaide Subdivision.
The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

25. CONSIDERATION OF ADVERTISING FOR A PAID PARKING SOLUTION TO THE AREAS FROM MONTGOMERY STREET AT UNIVERSITY DRIVE TO CAMPUS, AND INCLUDING BUT NOT LIMITED TO RUSSELL STREET, LAMPKIN STREET, MAXWELL, PAIGE AND ADKERSON WAY.

Mayor Spruill asked to advertise for paid parking solutions which would be app based with no manual parking meters or hardware required. Alderman Sistrunk, duly seconded by Alderman Rupp, offered a motion to authorize advertising for a paid parking proposal for the areas of the City of Starkville known as Midtown and the Cotton District to include University Drive, Adkerson Way, Paige Avenue, Maxwell Street, Lampkin Street, Russell Street and Colonel Muldrow. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

26. CONSIDERATION OF THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO SUPPLEMENT THE STARKVILLE POLICE DEPARTMENT FOR AN ADDITIONAL TWO (2) CERTIFIED POLICE OFFICERS.

Alderman Beatty, duly seconded by Alderman Brooks, offered a motion to approve using up to $500,000 of the ARPA funds for the purpose of hiring, training, and equipping 2 additional Starkville police officers, and in so doing, adopting the findings and conclusions contained in Chief Ballard's report in the Board packets, and that the officers will be dedicated to combatting the rise in violent and gun-related crime as a result of the Covid-19 pandemic. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

27. CONSIDERATION OF THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE PURPOSES OF REDESIGNING, REHABILITATING, EXPANDING AND IMPROVING THE MUNICIPAL PARKS LOCATED IN AND IMPACTING QUALIFIED CENSUS TRACTS.

Mayor Spruill addressed the Board and stated her thought in recommending this allocation to the parks was not to address only a particular neighborhood need or to address infrastructure that was already on the City's long-term capital improvements plan, but rather to rehabilitee parks all over town, that are open to use by all of Starkville's citizens, and that have a direct impact on the quality of life in Qualified Census Tracts within the City, and for individuals and families living in those Qualified Census Tracts. The allocations to JL King, Needmore, Moncrief, Patriots, Josey, and McKee parks will particularly address health disparities in low-income and minority communities, build stronger neighborhoods and communities conducive to mental and physical wellness, and promote healthy childhood environments, all of which combat COVID and the health and economic damages associated with it. Plus, getting people outside for outdoor recreation and socialization mitigates the spread of Covid-19. In addition, during the pandemic, our parks have seen an uptick in use, which has contributed to damage that needs to be fixed and maintenance that is long overdue. Thus, her goal in recommending the use of these one-time funds is to address areas all over the City, that are open to use by all of Starkville's citizens, but that due to their location in Qualified Census Tracts or near them, will combat the disproportionate impacts of Covid-19 on health and economic outcomes of low-income individuals.

Alderman Brooks, duly seconded by Alderman Rupp, offered a motion to allocate approximately $3,850,000.00 in ARPA funds for the purpose of redesigning, rehabilitating, expanding, and improving the municipal parks located in, and impacting, qualified census tracts within the City of Starkville, those parks being JL King, Needmore, Moncrief, Patriots, Josey, and McKee. In addition, allocating $200,000 of ARPA funds to address water infrastructure in the Northgate neighborhood to combat the brown water experienced by the residents there.

Following discussion, Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to modify Alderman Brooks' motion to reserve $350,000 for Northgate water repairs and $250,000 for displaced persons and small businesses effected by Covid, leaving $3,450,000.00 for park improvements.
The Board voted as follows on the amendment to the original motion:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
Alderman Jeffrey Rupp	Voted: Nay
Alderman Mike Brooks	Voted: Nay
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having not received a majority affirmative vote, the Mayor declared the motion failed.

A vote on the original motion, to use up to $3,850,000.00 in ARPA funds to redesign, rehabilitate, expand and improve the municipal parks located in and impacting qualified census tracts and reserving $200,000 in ARPA funds to be used for water repairs in the Northgate Subdivision while seeking additional matching funds from other sources, was then taken, with the Aldermen voting as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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. CONSIDERATION OF RESCINDING THE SEPTEMBER 7, 2021 MOTION TO NEGOTIATE A CONTRACT WITH SPORTS FACILITIES MANAGEMENT TO MANAGE ALL THE PARKS WITHIN THE CITY OF STARKVILLE.

Alderman Vaughn stated he would like to wait until Sports Facility Management has managed Cornerstone Park a year or more before expanding the contract. Alderman Carver, duly seconded by Alderman Beatty, offered a motion to rescind the motion of September 7, 2021, authorizing the Mayor to negotiate a contract with Sports Facilities Management to manage all the parks within the City of Starkville.

The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Nay
Alderman Jeffrey Rupp Voted: Nay
Alderman Mike Brooks Voted: Nay
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Yea

Having not received a majority affirmative vote, the Mayor declared the motion failed.

29. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 16, 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 Jeffrey Rupp Voted: Yea
Alderman Mike Brooks 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	$ 247,440.17
Restricted Police Fund	002	3,288.59
Airport Fund	015	22,401.40
Restricted Airport	016	10,456.72
Sanitation	022	74,305.43
Industrial Park Bond	303	10,553.10
Public Improvement Bonds 2018	319	13,500.00
Park Bond - 2020	380	19,420.05
Sub Total Before Utilities		$ 401,365.46
Utilities Dept.	SED	1,212,749.94
Total Claims	Total	$ 1,614.115.40

30. CONSIDERATION TO AWARD KIMLEY HORN THE CONTRACT TO UPDATE THE 2016 COMPREHENSIVE PARK MASTER PLAN TO INCLUDE A REDESIGN, REHABILITATION, EXPANSION AND IMPROVEMENT OF THE MUNICIPAL PARKS TO BE PAID FOR USING THE AMERICAN RESCUE PLAN ACT FUNDS.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion to award Kimley Horn, who scored the highest of the proposals submitted, the contract to update the 2016 Comprehensive Park Master Plan to include a redesign, rehabilitation, expansion and improvement of the Municipal Parks located in and impacting qualified census tracts to be paid for using the American Rescue Plan Act Funds.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

31. 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. Alderman Brooks recused himself at this time. Upon the motion of Alderman Rupp, seconded by Alderman Sistrunk, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Recused
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.

32. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of discussing the pending litigation of Brooksville Schoolhouse Road Estates, LLC vs City of Starkville and Mayor Spruill when an open meeting would have a detrimental effect on the City's litigation position. Following a second by Alderman Rupp, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Recused
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 the pending litigation of Brooksville Schoolhouse Road Estates, LLC vs City of Starkville and Mayor Spruill when an open meeting would have a detrimental effect on the City's litigation position. At this time, the Board entered Executive Session.

33. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Rupp offered a motion to return to open session. Alderman Sistrunk 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Recused
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

34. A MOTION APPROVING THE TRI-PARTY FORBEARANCE AGREEMENT BETWEEN TRIANGLE DEVELOPMENT, LLC, BROOKVILLE SCHOOLHOUSE ROAD ESTATES, LLC, AND THE CITY OF STARKVILLE, MISSISSIPPI, RELATING TO THE BROOKVILLE GARDEN APARTMENT COMPLEX LOCATED AT 305 EVERGLADE AVENUE, STARKVILLE, MISSISSIPPI, AS PRESENTED.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Carver, to move approval of the Tri-Party Forbearance Agreement between Triangle Development, LLC, Brookville Schoolhouse Road Estates, LLC, and the City of Starkville, Mississippi, relating to the Brookville Garden Apartment Complex located at 305 Everglade Avenue, Starkville, Mississippi, as presented. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Recused
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.

TRI-PARTY FORBEARANCE AGREEMENT

THIS TRI-PARTY FORBEARANCE AGREEMENT (this "Agreement") is made and entered into to be effective as of the 22 day of September, 2021 (the "Effective Date"), by and among Triangle Development, LLC, a Mississippi limited liability company ("Triangle"), Brookville Schoolhouse Road Estates, LLC, a Mississippi limited liability company ("Brookville"), and the City of Starkville, Mississippi ("City"), and, together with Triangle and Brookville, each a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, Brookville is the owner of that certain multi-family apartment complex known as Brookville Garden Apartments, located at 305 Everglade Avenue, Starkville, MS 39759 (the "Apartment Complex");

WHEREAS, Brookville and Triangle have entered into a Purchase and Sale Agreement (PSA) for the Apartment Complex to effectuate that conveyance from Brookville to Triangle; and

WHEREAS, all Parties agree that the conveyance of the Apartment Complex by Brookville to Triangle is in the best interest of all Parties as well the tenants residing in the Apartment Complex and the citizens of City.

NOW THEREFORE, for and in consideration of the promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. The City agrees to suspend any and all efforts to demolish or deconstruct any portion of the Apartment Complex up and through December 31, 2021, such date being subject to extension to the extent necessary to obtain HUD approvals of the transfer of the Apartment Complex and the agreements associated therewith from Brookville to Triangle but not to exceed March 1, 2022. Within six (6) weeks of the execution of this forbearance agreement, Triangle shall notify the City in writing to Mayor Spruill of the progress of such HUD approval and the City shall immediately be likewise notified of final approval from HUD. If Triangle has not obtained HUD approvals for the transfer of the Apartment Complex by March 1, 2022, the Parties' obligations under this Agreement shall be deemed void and of no further force or effect. Such suspension of efforts by the City does not include suspension of applicable code enforcement efforts, including those under Miss. Code Ann. §21-19-11, other than demolition or deconstruction of any portion of the Apartment Complex, as facts and circumstances dictate.

2. In the event that Triangle does acquire the Apartment Complex from Brookville:

a. The City agrees to waive any and all claims against Brookville and Brookville agrees to waive any and all claims against the City and its Mayor D. Lynn Spruill in her official and individual capacity.

b. The City agrees to forbear from any and all efforts to demolish or deconstruct any portion of the Apartment Complex for a period of nine (9) months following such Closing while Triangle pursues financing for a rehabilitation of the Apartment Complex. Pursuit of such financing shall be evidenced by Triangle sending written reports to the City, to the attention of Mayor Lynn Spruill, no later than three (3) months after the Closing and the conveyance of the Apartment Complex to Triangle with the first report to be provided no later than June 1, 2022. Delays in obtaining financing may result in a possible extension of the forbearance time, at the City's sole discretion, if evidenced by documentation of ongoing efforts. The city agrees to forbear any and all efforts to demolish or deconstruct any portion of the Apartment Complex following Triangle obtaining financing so long as Triangle continues to pursue rehabilitation and construction efforts evidenced by providing necessary plans and seeking building and construction permits from the City which will not be unreasonably withheld. The City agrees to give due consideration to extending such rehabilitation period if necessary and sought by Triangle, so long as Triangle has in good faith pursued its efforts to perform the rehabilitation.

c. From the date of execution of this Agreement until Closing, Brookville agrees to board up or otherwise use reasonable efforts to secure from entry by third parties any unoccupied buildings or buildings having been found by the Starkville Board of Aldermen to be a menace to the public health, safety, and welfare at such meetings following the process authorized by Miss. Code Ann. §21-19-11.

d. From Closing until the commencement of rehabilitation of such buildings, Triangle agrees to board up or otherwise use reasonable efforts to secure from entry by third parties any unoccupied buildings or buildings having been found by the Starkville Board of Aldermen to be a menace to the public health, safety, and welfare at such meetings following the process authorized by Miss. Code Ann. §21-19-11 at the Apartment Complex

3. Brookville and Triangle acknowledge and agree that Triangle's acquisition of the Apartment Complex is subject to the terms and conditions of the definitive PSA between Triangle and Brookville and performance of customary due diligence as set forth therein. Brookville shall not be obligated to sell, and Triangle shall be under no obligation to purchase the Apartment Complex by virtue of this Agreement, which obligation shall only be governed by such definitive PSA by and between Brookville and Triangle.

4. Brookville agrees to manage and maintain the Apartment Complex up and through the Closing and conveyance of the Apartment Complex to Triangle and not to permit waste with respect thereto during such time. Triangle agrees to manage and maintain the Apartment Complex after the Closing and conveyance of the Apartment Complex to Triangle and not to permit waste with respect thereto during such time.

5. Brookville shall indemnify, hold harmless, and defend City, and its officers, agents, employees, representatives, and volunteers, from and against any and all third-party claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person or for damage to any property ("Losses') arising before Closing out of or in connection with the condition of the Apartment Complex to the extent caused by the negligence or willful misconduct of Brookville (but excluding any Losses to the extent caused by the City or its employees, contractors or representatives) or any breach of any covenant, representation, warranty, or agreement on the part of Brookville made herein. Brookville's representations and warranties and the obligations under this Section shall commence upon the execution of this Agreement and shall survive Closing for a period of twelve (12) months or run for the duration of this Forbearance Agreement, whichever is longer. Notwithstanding the foregoing, in the event a claim is made in good faith with reasonable specificity in writing with respect to any indemnification obligation prior to the expiration of the applicable survival period specified above, such survival period shall automatically extend until the final resolution of such claim, but solely as it relates to that specific claim.

6. Triangle shall indemnify, hold harmless, and defend City, and its officers, agents, employees, representatives, and volunteers, from and against any and all third-party claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person or for damage to any property ("Losses") arising after Closing out of or in connection with the condition of the Apartment Complex, to the extent caused by the negligence or willful misconduct of Triangle (but excluding any Losses to the extent caused by the City or its employees, contractors or representatives) , or any breach of any covenant or agreement on the part of Triangle made herein. Triangle's obligations under this Section shall commence upon Closing and survive Closing for a period of twelve (12) months or run for the duration of this Forbearance Agreement, whichever is longer. Notwithstanding the foregoing, in the event a claim is made in good faith

with reasonable specificity in writing with respect to any indemnification obligation prior to the expiration of the applicable survival period specified above, such survival period shall automatically extend until the final resolution of such claim, but solely as it relates to that specific claim.

7. Upon execution of this Agreement, Brookville shall immediately reimburse the City the aggregate amount set forth in the expense schedule attached as Exhibit A hereto for expenses incurred by the City with respect to the Apartment Complex and dismiss without prejudice the litigation styled *Brookville Schoolhouse Road Estates, LLC v. City of Starkville, Mississippi, and Lynn Spruill*, and pending in the United States District Court, Northern District of Mississippi, Case No. 1:21-CV-135.

8. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and it supersedes all prior understandings or agreements between the parties.

9. In the event that the requisite conveyance approval from HUD has been received, but Brookville and Triangle fail to effectuate the Closing and conveyance by December 31, 2021, the Parties' obligations under this Agreement shall be deemed void and of no further force or effect. In any such event, the City agrees to suspend any and all efforts to demolish or deconstruct any portion of the Apartment Complex up and through February 1, 2022.

10. In the event that the requisite conveyance approval from HUD has not been received by March 1, 2022, and as a result, Brookville and Triangle fail to effectuate the Closing and conveyance, the City agrees to suspend any and all efforts to demolish or deconstruct any portion of the Apartment Complex up and through April 1, 2022.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors, and assigns.

12. This Agreement shall be governed by and construed under the laws of the State of Mississippi.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

TRIANGLE DEVELOPMENT, LLC

By:________________________________
Name: Robert C. King
Title: Managing Member

BROOKVILLE SCHOOLHOUSE ROAD ESTATES, LLC

By: Schoolhouse Road Estates, Inc.,
Its Managing Member

By:________________________________
Name: Isaac Ehrenfeld
Title: Vice President

CITY OF STARKVILLE, MISSISSIPPI

By:________________________________
Name: Hon. Lynn Spruill
Title: Mayor

EXHIBIT "A"
City Reimbursement Invoices

See attached.

Date	ID	Department	Building	Description	Units	Unit Price	Expense Account	Amount
8/20/2021	BG-001	Fire	5	Eagle Construction - Removal of Asbestos containing materials			001-290-600-323	$9,500.00
8/17/2021	BG-002	Fire	10	3day - Brookville Gardens Building #10, Lab Testing CA Labs			001-290-600-323	$82.50
8/11/2021	BG-004	Clerk	4, 5, and 8	Starkville Daily News - AFB Removal of Buildings			001-169-615-342	$108.96
8/26/2021	BG-005	Clerk	10	Starkville Daily News - AFB Removal of Buildings			001-169-615-342	$108.96
8/31/2021	BG-006	Clerk		Transcription of motion hearing held on August 27, 2021.			001-169-600-309	$76.00
9/1/2021	BG-007	Clerk	5	CA Labs Testing	3	8	001-290-600-323	$24.00
9/1/2021	BG-008	Engineering		Employee Time				$445.00
							Total	$10,345.42

Exhibit A

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until October 5, 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________, 2021.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)