

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 19, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 19, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, 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 Sistrunk asked that item XI. G. 3., Hiring of Firefighters, be added to consent. She also asked that Hiring of a City Comptroller be added to the agenda as item F under Board Business.

Alderman Vaughn asked to place item X. C., FY 21 Audit Contract, and X. D., Miss Starkville Pagent, on consent.

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the October 19, 2021 Official Agenda with the requested changes. 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, OCTOBER 19, 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 21, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 1, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 5, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introduction: Odie Avery, Assistant City Planner
Trunk or Treat at McKee Park – Sunday, October 31, 2021, 5 – 7 pm

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

G T R LINK - POTENTIAL GAP DESIGNATION AND RESOLUTION OF INTENT

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF SE 21-07: A REQUEST FOR SPECIAL EXCEPTION BY UMBLE COFFEE TO ALLOW FOR AN EATING AND DRINKING ESTABLISHMENT AT 216 INDUSTRIAL PARK ROAD IN AN INDUSTRIAL ZONING DISTRICT WITH PARCEL NUMBER 120L-00-006.00

PUBLIC HEARING AND CONSIDERATION OF SE 21-08: A REQUEST FOR A SPECIAL EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE REQUIREMENTS AND PARKING LOT REQUIREMENTS AT STARKVILLE ACADEMY LOCATED AT 505 ACADEMY ROAD IN A SE ZONING DISTRICT WITH PARCEL NUMBER 102J-00-006.00.

IX. MAYOR'S BUSINESS

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

B. CONSIDERATION OF THE APPROVAL OF THE PROPOSED SFM PARKS AND RECREATION BUDGET FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZATION FOR CITY CLERK TO TRANSFER OPENING BALANCE TO SFM ACCOUNT.

X. BOARD BUSINESS

A. CONSIDERATION OF GAP DESIGNATION AND RESOLUTION OF INTENT.

B. CONSIDERATION OF THE ACCEPTANCE OF THE AUDIT FOR FISCAL YEAR 2019-2020.

- C. CONSIDERATION OF THE CONTRACT WITH WATKINS, WARD & STAFFORD FOR THE AUDIT OF THE CITY OF STARKVILLE FOR THE 2020-2021 FISCAL YEAR.
- D. CONSIDERATION OF THE APPROVAL OF THE SPONSORSHIP PROGRAM AD AT THE SILVER LEVEL UNDER MS CODE §17-3-1 FOR THE EXPRESS PURPOSE OF ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF STARKVILLE FOR THE MISS STARKVILLE PAGEANT TO BE HELD ON NOVEMBER 13, 2021.
- E. DISCUSSION AND CONSIDERATION OF THE SIGN ORDINANCE WITHIN THE UNIFIED DEVELOPMENT CODE.
- F. CONSIDERATION OF AUTHORIZING THE DEVOPMENT OF A JOB DESCRIPTION FOR A COMPTROLLER IN THE CITY CLERK'S OFFICE WITH DUTIES ARTICULATED TONIGHT AND TO ADVERTISE AT A SALARY CONSISTENT WITH COMPARABLE POSITION AS LISTED IN THE STENNIS SALARY STUDY.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 IN THE AMOUNT OF \$11,500 FOR THE SPORTSPLEX TURF FIELD TO REPLACE THE PROPOSED ASPHALT WALKWAY WITH CONCRETE.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 12, 2021 FOR FISCAL YEAR ENDING 9/30/22, 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 SEPTEMBER FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

- 1. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE HOMELAND SECURITY GRANT IN AN AMOUNT UP TO \$50,000.00 TO PURCHASE A 2022 PICKUP TRUCK FROM

THE LOWEST QUOTE, PARKER MCGILL OF STARKVILLE, IN THE AMOUNT OF TO BE USED FOR TASK FORCE TRAINING AND DEPLOYMENTS.

2. REQUEST AUTHORIZATION FOR TRAINING CHIEF CLARENCE PARKS, SGT. KEN BRITT AND SGT. JOSH COX TO ATTEND THE 2021 TRAINING CHIEF'S/TRAINING OFFICER'S CONFERENCE IN OXFORD, MS OCTOBER 27 – 29, 2021 AT AN APPROXIMATE COST OF \$2,000.00.
3. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO BYRUM CONSTRUCTION TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT ADELAIDE PHASE III.
4. REQUEST APPROVAL TO PURCHASE A MAKO CONTAINMENT FILL SYSTEM (AIR COMPRESSOR) FOR THE AMOUNT OF \$7,850 AS A SOLE SOURCE ITEM THAT WILL WORK WITH CURRENT SCBA UNITS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO TRANSFER JOSEPH WILLIAMS FROM THE PARKS & RECREATION DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS A LEAD LANDSCAPE WORKER.
2. REQUEST AUTHORIZATION TO HIRE HAYDEN TISDALE AND KELSIE TEBO AS ENTRY LEVEL POLICE OFFICERS.
3. REQUEST AUTHORIZATION TO HIRE EVAN BETZ, DUSTIN CAPPS AND JAQUEZ RICH AS ENTRY LEVEL FIREFIGHTERS.
4. REQUEST AUTHORIZATION TO HIRE MARLON FAIR AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE LOWER OF TWO QUOTES FROM NEXTSTEP IN THE AMOUNT OF \$8,195.00 FOR WARRANTY RENEWAL OF NETWORK EQUIPMENT.

I. PARKS

1. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #2 WITH T & M STEEL FOR THE ADKERSON PLAZA WALL IN THE AMOUNT OF \$35,747.00.
2. CONSIDERATION TO ACCEPT THE PHASE 2, CHANGE ORDER #5 WITH T & M STEEL WHICH REDUCES THE MATERIAL REQUIRED FOR FIRE SPRINKLER SYSTEM, REMOVAL OF THE CONCESSION STAND ISLAND, REPLACE QUARTZ COUNTERTOPS WITH FOOD GRADE STAINLESS STEEL, REVISION OF CONCRETE FOOTER AND CONSOLIDATED OF ACCESS CONTROL SYSTEM IN THE AMOUNT OF \$21,214.00.
3. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #3 WITH T & M STEEL FOR ADDITIONAL CONCRETE WORK ON THE BACK STOP WALLS (\$3,193.00) AND PEDESTRIAN BRIDGE CLEARING (\$4,750.00) FOR A TOTAL OF \$7,943.00.
4. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #1 WITH T & M STEEL FOR A 4-INCH WATER TAP AND METER IN THE AMOUNT OF \$7,417.00.

5. CONSIDERATION TO ACCEPT THE LOWEST BID PROVIDED BY FOUR SEASON LANDSCAPING COMPANY TO PERFORM LANDSCAPING DUTIES AT THE SPORTS PLEX, MCKEE PARK, PATRIOTS PARK, JOSEY PARK, MONCRIEF PARK, NEEDMORE AND JL KING, AS OUTLINED IN THE PARKS QUOTE SHEET, IN THE AMOUNT OF \$13,950.00.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO ACCEPT THE 100% REIMBURSEABLE \$4,320.00 FY22 JUSTICE ASSISTANCE GRANT TO BE USED IN THE AREA OF POLICE DUTY EQUIPMENT.

2. CODE COMPLIANCE

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 QUOTE FROM FALCON CONTRACTING CO., INC. FOR ASPHALT MILLING AND PAVING OF WEST GILLESPIE STREET WHERE A WATERLINE CROSSING TOOK PLACE IN THE AMOUNT OF \$9,900.00.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC. FOR SUBSTATION RELAY PANELS AND EQUIPMENT FOR THE STARKVILLE 161/69KV PRIMARY SUBSTATION RENOVATIONS IN THE AMOUNT OF \$164,890.00.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM NATIONAL WATER SERVICES, LLC FOR A VARIABLE FREQUENCY DRIVE PANEL TO BE INSTALLED AT THE HENDERSON WELL IN THE AMOUNT OF \$36,115.00.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM FIBERCO FOR THE RFQ REGARDING THE INSTALLATION OF FIBER OPTIC, CLOSURES WALL CABINETS, STORAGE LOOPS, ETC. FOR THE FIBER OPTIC CABLING CONNECTIONS TO THE STARKVILLE WASTEWATER TREATMENT PLANT (WWTP) IN THE AMOUNT OF \$13,979.00.
5. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE TRIM CANE SEWER PUMP STATION, ARC PROJECT NUMBER MS-19749.
6. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE BABYLON ROAD SEWER IMPROVEMENTS CDBG PROJECT #1136-20-347-PF-01.

7. REQUEST AUTHORIZATION TO LEASE A 30HP HORIZONTAL FLOATING BRUSH ROTOR (AERATOR) FOR THREE (3) MONTHS FROM S&N AIRFLO IN THE AMOUNT OF \$8,750.50 DUE TO THE GEAR BOX ON AERATOR #6 FAILING ON TUESDAY 10/19/21 AT THE WWTP OXIDATION DITCH #2.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 2, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525, ext. 3120 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 32:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 21, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 21, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 1, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 1, 2021 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE OCTOBER 5, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 5, 2021 Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of extending the Proclamation of a Local Emergency due to the Covid-19 virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Oktibbeha County, Mississippi

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

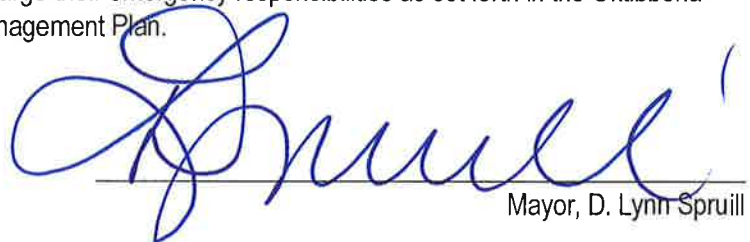
WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President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

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

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

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

DATE: October 19, 2021


Mayor, D. Lynn Spruill

ATTEST:


City Clerk, Lesa Hardin

6. CONSIDERATION OF THE ACCEPTANCE OF THE AUDIT FOR FISCAL YEAR 2019-2020.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the acceptance of the audit for Fiscal Year 2019 – 2020” is enumerated, this consent item is thereby approved. The audit is maintained in the City Clerk's office.

7. CONSIDERATION OF THE CONTRACT WITH WATKINS, WARD & STAFFORD FOR THE AUDIT OF THE CITY OF STARKVILLE FOR THE 2020-2021 FISCAL YEAR.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the engagement of Watkins, Ward & Stafford, PLLC for the Fiscal Year 2021 audit for the City of Starkville” is enumerated, this consent item is thereby approved. The engagement letter follows this page.

8. CONSIDERATION OF THE APPROVAL OF THE SPONSORSHIP PROGRAM AD AT THE SILVER LEVEL UNDER MS CODE §17-3-1 FOR THE EXPRESS PURPOSE OF ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF STARKVILLE FOR THE MISS STARKVILLE PAGEANT TO BE HELD ON NOVEMBER 13, 2021.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the sponsorship program advertisement at the Silver level under MS Code §17-3-1 for the express purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Starkville for the Miss Starkville pageant to be held on November 13, 2021” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 IN THE AMOUNT OF \$11,500 FOR THE SPORTSPLEX TURF FIELD TO REPLACE THE PROPOSED ASPHALT WALKWAY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #1 in the amount of \$11,500 for the Sportsplex turf field to replace the proposed asphalt walkway with concrete” is enumerated, this consent item is thereby approved. The Change Order follows the Audit Engagement contract.

10. ACCEPTANCE OF SEPTEMBER FINANCIAL STATEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the September financial statements” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ACCEPT A 100% REIMBURSABLE HOMELAND SECURITY GRANT IN AN AMOUNT UP TO \$50,000.00 TO PURCHASE A 2022 PICKUP TRUCK FROM LOWEST QUOTE, PARKER MCGILL OF STARKVILLE IN THE AMOUNT OF \$48,782.63, TO BE USED FOR TASK FORCE TRAINING AND DEPLOYMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept a 100 % reimbursable Homeland Security Grant in an amount up to \$50,000.00 to purchase a 2022 pickup truck from the lowest quote, Parker McGill of Starkville, in the amount of \$48,782.63 to be used for Task Force training and deployments” is enumerated, this consent item is thereby approved. The award letter follows the Change Order in item 9.

Two quotes received: Parker McGill of Starkville - \$48,782.63 and Kirk Auto of Grenada - \$49,253.00



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October 14, 2021

To the Honorable Mayor and Board of Aldermen
City of Starkville
Starkville, Mississippi 39759

We are pleased to confirm our understanding of the services we are to provide the City of Starkville for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Starkville as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Starkville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Starkville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis).

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Starkville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet by Activity – General Fund.
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance by Activity – General Fund.

- 3) Balance Sheet – Non-major Governmental Funds.
- 4) Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Governmental Funds.
- 5) Statement of Net Position – Non-major Enterprise Funds.
- 6) Statement of Revenues, Expenses, and Changes in Fund Net Position – Non-major Enterprise Funds.
- 7) Statement of Cash Flows – Non-major Enterprise Funds.
- 8) Schedule of Surety Bonds for Municipal Officials.
- 9) Schedule of Bonded Indebtedness.
- 10) Schedule of Long-Term Notes.
- 11) Schedule of Surety Bonds.
- 12) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and board of aldermen of the City of Starkville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is

necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Starkville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Starkville's major programs. The purpose of these procedures will be to express an opinion on the City of Starkville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Starkville in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of

expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the mayor and board of aldermen; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Watkins, Ward and Stafford, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Watkins, Ward and Stafford, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We plan to adhere to the following time frame as it relates to the audit:

December 2021 Preliminary planning field work (2 auditors) – a more detailed information request will be provided to the City Clerk at the conclusion

January 2022 Audit field work including Starkville Water Department (4 auditors)

No later than June 2022 Meeting with the Board of Alderman to present final audit report

Any modifications to this time frame must be agreed to in writing. Beginning with the commencement of the audit, WWS will communicate via email to the City Clerk and Chair of the Audit/Budget Committee, the status of the audit including pending information requests, issues, and any other matters deemed important.

The audit will be performed within the time frame as stipulated above. If the data as requested by us is provided in full and the audit commences upon completion of such provision, we will agree to a penalty of 10% of the contract price for every thirty days that the delivery date of the audit report extends beyond June 30, 2022 plus any OMB or OSA approved extensions.

J. Randy Scrivner, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$62,500 (City \$56,500, Starkville Water Department \$6,000). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account is not paid within the time required by Miss. Code Section 31-7-301, et sequential, and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. No additional fees will be billed unless agreed to in writing.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Starkville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

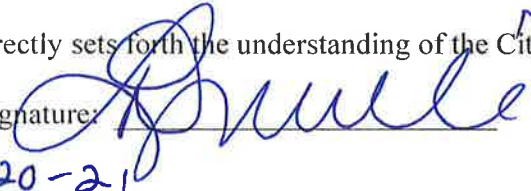
Watkins, Ward and Stafford, PLLC
Certified Public Accountants

Randy Scrivner, CPA

Jerry R. (Randy) Scrivner, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Starkville.

Governance signature: 

Title: Mayor

Date: 10-20-21

Management signature: 

Title: City Clerk

Date: 10-19-21

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Starkville Sportsplex Improvements, Contract A	Owner: City of Starkville	Owner's Contract No.: 21031
Contract: Starkville Sportsplex Improvements, Contract A		Date of Contract: 07/19/21
Contractor: Sports Contractors Unlimited, LLC		Engineer's Project No.: 21031

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Install concrete walking trail in lieu of asphalt walking trail.

Reason for Change Order: Contractor requested use of concrete for walking trail instead of asphalt.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$1,373,950.00

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$1,373,950.00

Increase of this Change Order:

\$11,500.00

Contract Price incorporating Change Order:

\$1,385,450.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 12/21/21

Ready for final payment (days or date): 12/21/21

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 12/21/21

Ready for final payment (days or date): 12/21/21

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 12/21/21

Ready for final payment (days or date): 12/21/21

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF STARKVILLE FIRE DEPARTMENT TASK FORCE
(USAR Prime Mover Truck)**

Project Title(s): FY'21 Homeland Security Grant Program

Grant Period: 10/01/2021 – 09/30/2022 Date of Award: 09/01/2021

Total Amount of Award: **\$50,000.00** Grant No.: **21HS347T**

In accordance with the provisions of Federal Fiscal Year 2021 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2021-SS-00014-S01**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than November 15, 2021**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign

Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

12. CONSIDERATION FOR TRAINING CHIEF CLARENCE PARKS, SGT. KEN BRITT AND SGT. JOSH COX TO ATTEND THE 2021 TRAINING CHIEF'S/TRAINING OFFICER'S CONFERENCE IN OXFORD, MS OCTOBER 27 – 29, 2021 AT AN APPROXIMATE COST OF \$2,000.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval for Training Chief Clarence Parks, Sgt. Ken Britt and Sgt. Josh Cox to travel to Oxford, MS to attend the 2021 Training Chief’s/Training Officer’s Conference – (Oxford Conference Center) on October 27 – 29, 2021 at an approximate cost of \$2,000.00” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ISSUE A COMMERCIAL BURN PERMIT TO BYRUM CONSTRUCTION TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT ADELAIDE PHASE III.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to issue a commercial burn permit to Byrum Construction to burn cleared debris associated with a construction project located at Adelaide Phase III” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO PURCHASE A MAKO CONTAINMENT FILL SYSTEM (AIR COMPRESSOR) FOR THE AMOUNT OF \$7,850 AS A SOLE SOURCE ITEM THAT WILL WORK WITH CURRENT SCBA UNITS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase a Mako Containment Fill System (air compressor) for the amount of \$7,850 as a sole source item that will work with current SCBA units” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO TRANSFER JOSEPH WILLIAMS FROM THE PARKS & RECREATION DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS A LEAD LANDSCAPE WORKER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to transfer Joseph Williams from the Parks & Recreation Department to the Sanitation & Environmental Services Department as a Lead Landscape Worker” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE HAYDEN TISDALE AND KELSIE TEBO AS ENTRY LEVEL POLICE OFFICERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Hayden Tisdale and Kelsie Tebo as Entry Level Police Officers” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE EVAN BETZ, DUSTIN CAPPS AND JAQUEZ RICH AS ENTRY LEVEL FIREFIGHTERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Evan Betz, Dustin Capps and Jaquez Rich as entry level Firefighters” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE MARLON FAIR AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

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

19. CONSIDERATION TO APPROVE THE LOWER OF TWO QUOTES FROM NEXTSTEP IN THE AMOUNT OF \$8,195.00 FOR WARRANTY RENEWAL OF NETWORK EQUIPMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lower of two quotes from NextStep in the amount of \$8,195.00 for warranty renewal of network equipment” is enumerated, this consent item is thereby approved. Two quotes received: NextStep - \$8,195.00 and Dell - \$8,512.20

20. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #2 WITH T & M STEEL FOR THE ADKERSON PLAZA WALL IN THE AMOUNT OF \$35,747.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the Phase 3, Change Order #2 for the Plaza Wall in the amount of \$35,747.00” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO ACCEPT THE PHASE 2, CHANGE ORDER #5 WITH T & M STEEL WHICH REDUCES THE MATERIAL REQUIRED FOR FIRE SPRINKLER SYSTEM, REMOVAL OF THE CONCESSION STAND ISLAND, REPLACE QUARTZ COUNTERTOPS WITH FOOD GRADE STAINLESS STEEL, REVISION OF CONCRETE FOOTER AND CONSOLIDATION OF ACCESS CONTROL SYSTEM IN THE AMOUNT OF \$21,214.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the Phase 2, Change Order #5 which reduces the material required for Fire sprinkler system, removal of the concession stand island, replace quarts countertops with food grade stainless steel, revision concrete footer and consolidation of access control system in the amount of \$21,214.00” is enumerated, this consent item is thereby approved.

1. Delete Fire Sprinkler System	(\$8,072.00)
2. Delete Island Cabinet – Concessions	(\$1,300.00)
3. Substituting Stainless steel for Quartz	\$6,185.00
4. Pavilion Footing Revision	\$12,250.00
5. Access Control	<u>\$12,151.00</u>
Total	\$21,214.00

22. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #3 WITH T & M STEEL FOR ADDITIONAL CONCRETE WORK ON THE BACK STOP WALLS (\$3,193.00) AND PEDESTRIAN BRIDGE CLEARING (\$4,750.00) FOR A TOTAL OF \$7,943.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the Phase 3, Change Order #3 for additional concrete work on the Back Stop Walls (\$3,193.00) and Pedestrian Bridge Clearing (\$4,750.00) for a total of \$7,943.00” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #1 WITH T & M STEEL FOR A 4-INCH WATER TAP AND METER IN THE AMOUNT OF \$7,417.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the Phase 3, Change Order #1 for a 4-inch water Tap and Meter in the amount of \$7,417.00” is enumerated, this consent item is thereby approved.

**Cornerstone Park - Phase 3
CONTRACT CHANGE ORDER FORM**

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 2
OWNER:	City of Starkville	DATE: 9/20/2021
CONTRACTOR:	T & M Steel Erectors, Inc.	

You are hereby requested to comply with the following changes from the contract plans and specifications:

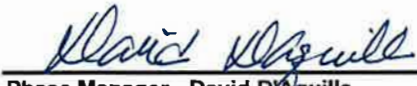
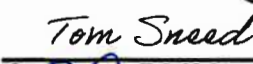
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Adkerson Plaza		\$35,747.00
TOTALS		\$0.00	\$35,747.00
OVERALL TOTAL			\$35,747.00

JUSTIFICATION: Additional urbing along sidelines for synthetic turf, clearing for bridge area along trail

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$7,417.00
The Contract Total including this change order will be:	\$9,116,228.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
The new Contract Completion Date will be:	May 12, 2022

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	 Phase Manager - David D'Aquila	09.21.21 Date
Recommended	 Project Manager - Sam Henry	09.21.21 Date
Accepted	 Contractor - T & M Steel Erectors, Inc.	09.21.2021 Date
Approved	 City of Starkville Mayor Lynn Spruill	10-19-2021 Date

**Cornerstone Park - Phase 3
CONTRACT CHANGE ORDER FORM**

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 3	
OWNER:	City of Starkville	DATE:	9/20/2021
CONTRACTOR:	T & M Steel Erectors, Inc.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

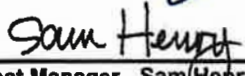
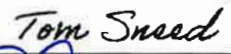
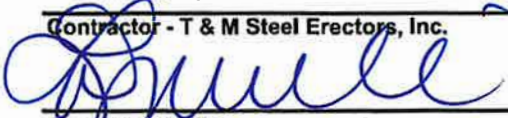
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Additional curbing at fields for synthetic turf		\$3,193.00
2	Clearing at bridge area		\$4,750.00
TOTALS		\$0.00	\$7,943.00
		OVERALL TOTAL	\$7,943.00

JUSTIFICATION: Additional urbing along sidelines for synthetic turf, clearing for bridge area along trail

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$7,417.00
Change Order #2 increased the contract amount by:	\$35,747.00
The Contract Total including this change order will be:	\$9,124,171.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
The new Contract Completion Date will be:	May 12, 2022

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	<u></u> Phase Manager - David B'Aquilla	<u>9.21.21</u> Date
Recommended	<u></u> Project Manager - Sam Henry	<u>09.21.21</u> Date
Accepted	<u></u> Contractor - T & M Steel Erectors, Inc.	<u>09.21.2021</u> Date
Approved	<u></u> City of Starkville Mayor Lynn Spruill	<u>10-19-2021</u> Date

Be Not 21 sm 24

Cornerstone Park - Phase 3 CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 1
OWNER:	City of Starkville	DATE: 6/8/2001
CONTRACTOR:	T & M Steel Erectors, Inc.	

You are hereby requested to comply with the following changes from the contract plans and specifications:

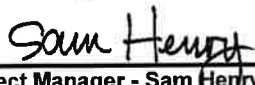
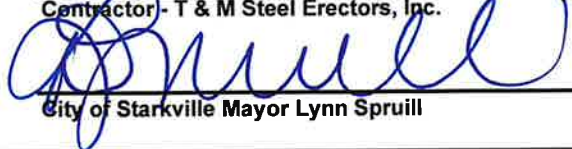
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	4" Tap & Meter		\$7,417.00
TOTALS		\$0.00	\$7,417.00
OVERALL TOTAL			\$7,417.00

JUSTIFICATION: Moving location of 4" hot tap, meter and added 4" piping.

The amount of the Original Contract was:	\$9,073,064.00
The Contract Total including this change order will be:	\$9,080,481.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	
The new Contract Completion Date will be:	April 22, 2022

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	 Phase Manager - David Aquilla	9/20/2021 Date
Recommended	 Project Manager - Sam Henry	09.20.21 Date
Accepted	 Contractor - T & M Steel Erectors, Inc.	9/21/2021 Date
Approved	 City of Starkville Mayor Lynn Spruill	10-19-21 Date

24. CONSIDERATION TO ACCEPT LOWEST BID PROVIDED BY FOUR SEASON LANDSCAPING COMPANY TO PERFORM LANDSCAPING DUTIES AT THE SPORTS PLEX, MCKEE PARK, PATRIOTS PARK, JOSEY PARK, MONCRIEF PARK, NEEDMORE AND JL KING, AS OUTLINED IN THE PARKS QUOTE SHEET, IN THE AMOUNT OF \$13,950.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the best and lowest bid provided by Four Season Landscaping Company to perform landscaping duties at the Sports Plex, McKee Park, Patriots Park, Josey Park, Moncrief Park, Needmore and JL King, as outline in the Parks Quote Sheet, in the amount of \$13,950.00” is enumerated, this consent item is thereby approved.

Two quotes received: Four Season - \$13,950.00 and Fair Price Landscapers - \$15,900.00

25. CONSIDERATION TO ACCEPT THE 100% REIMBURSABLE \$4,320.00 FY22 JUSTICE ASSISTANCE GRANT TO BE USED IN THE AREA OF POLICE DUTY EQUIPMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the 100% reimbursable \$4,320.00 FY22 Justice Assistance Grant Number 2020-MU-BX-0053 to be used in the area of police duty equipment” is enumerated, this consent item is thereby approved.

26. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FALCON CONTRACTING CO., INC. FOR ASPHALT MILLING AND PAVING OF WEST GILLESPIE STREET WHERE A WATERLINE CROSSING TOOK PLACE IN THE AMOUNT OF \$9,900.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Falcon Contracting Co.,Inc. for asphalt milling and paving of West Gillespie Street where a waterline crossing took place in the amount of \$9,900.00” is enumerated, this consent item is thereby approved.

Two quotes received: Falcon Contracting - \$9,900.00 and Murphree - \$11,270.00

27. CONSIDERATION TO ACCEPT THE LOWEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC. FOR SUBSTATION RELAY PANELS AND EQUIPMENT FOR THE STARKVILLE 161/69KV PRIMARY SUBSTATION RENOVATIONS IN THE AMOUNT OF \$164,890.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest bid from Schweitzer Engineering Laboratories, Inc for substation relay panels and equipment for the Starkville 161/69kV Primary Substation renovations in the amount of \$164,890.00” is enumerated, this consent item is thereby approved.

Two quotes received: Schweitzer - \$164,890.00 and Electro Technical - \$244,350.00.

28. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM NATIONAL WATER SERVICES, LLC FOR A VARIABLE FREQUENCY DRIVE PANEL TO BE INSTALLED AT THE HENDERSON WELL IN THE AMOUNT OF \$36,115.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from National Water Services, LLC for a variable frequency drive panel to be installed at the Henderson well in the amount of \$36,115.00” is enumerated, this consent item is thereby approved.

Two quotes received: National Water Services - \$36,115.00 and Ratliff - \$40,237.55

29. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FIBERCO FOR THE RFQ REGARDING THE INSTALLATION OF FIBER OPTIC, CLOSURES, WALL CABINETS, STORAGE LOOPS, ETC. FOR THE FIBER OPTIC CABLING CONNECTIONS TO THE STARKVILLE WASTEWATER TREATMENT PLANT (WWTP) IN THE AMOUNT OF \$13,979.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from FiberCo for the RFQ regarding the installation of fiber optic, closures, wall cabinets, storage loops, etc. for the fiber optic cabling connections to the Starkville Wastewater Treatment Plant (WWTP) in the amount of \$13,979.00” is enumerated, this consent item is thereby approved.

Two quotes received: FiberCo - \$13,979.00 and Synergetics - \$19,300.00

30. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE TRIM CANE SEWER PUMP STATION, ARC PROJECT NUMBER MS-19749.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of GTPDD Administrative Services Contract – Starkville Trim Cane Sewer Pump Station, ARC Project Number MS-19749” is enumerated, this consent item is thereby approved. The contract follows this page.

31. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE BABYLON ROAD SEWER IMPROVEMENTS CDBG PROJECT #1136-20-347-PF-01.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “approval of GTPDD Administrative Services Contract – Starkville Babylon Road Sewer Improvements CDBG Project #1136-20-347-PF-01” is enumerated, this consent item is thereby approved. The contract follows the TrimCane contract.

32. CONSIDERATION TO LEASE A 30HP HORIZONTAL FLOATING BRUSH ROTOR (AERATOR) FOR THREE (3) MONTHS FROM S&N AIRFLO IN THE AMOUNT OF \$8,750.50 DUE TO THE GEAR BOX ON AERATOR #6 FAILING ON TUESDAY 10/19/21 AT THE WWTP OXIDATION DITCH #2.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to lease a 30hp horizontal floating brush rotor (aerator) for three (3) months from S&N Airflo in the amount of \$8,750.50 due to the gear box on aerator #6 failing on Tuesday 10/19/21 at the WWTP oxidation ditch #2” is enumerated, this consent item is thereby approved.

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer A
APPALACHIAN REGIONAL COMMISSION (ARC) Grant
Project Number MS-19749
Trim Cane Sewer Pump Station Improvements

WHEREAS, the City of Starkville has been awarded an Appalachian Regional Commission (ARC) Grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

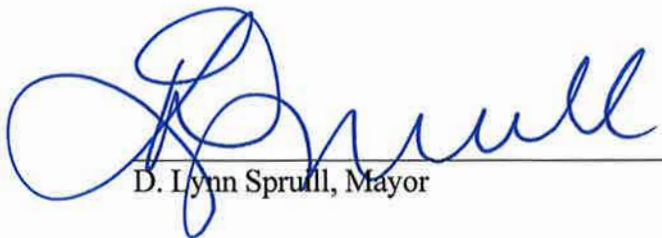
The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period of in excess of ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed \$26,000 to be derived from the Mississippi Community Development Block Grant and Local funds provided by Starkville Utilities.

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Community Development Block Grant, according to the terms of the contract agreed upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 19th day of October 2021, by the City of Starkville Board of Aldermen in regular session.



D. Lynn Spruill, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES

between the

Golden Triangle Planning and Development District, Inc.

and

City of Starkville

THIS CONTRACT, entered into the 19th day October 2021 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Appalachian Regional Commission (ARC), Project Number MS-19749 from the State of Mississippi, hereinafter referred to as the "State", in the sum of \$26,000 for the purpose of public facility infrastructure improvements (Trim Cane Sewer Pump Station) .

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Appalachian Regional Commission Grant Program, including, but not limited to:

- A. Project administration, program general administrative services and financial management services consistent with ARC program guidelines and policies;
- B. Records maintenance;
- C. Monitoring of compliance with ARC Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;
- D. Representation of the Recipient before the State, ARC, and other governmental agencies concerned with the Mississippi Appalachian Regional Commission Grant Program; and
- E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in

providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Appalachian Regional Commission Grant Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 19th day of September 2019 (ARC Contract Award Date) and will continue until all of ARC Grant Number MS-19479 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **\$26,000** to be derived from the Appalachian Regional Commission Grant funds (\$6,000) and Starkville Utilities (\$20,000). Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Appalachian Regional Commission (ARC) Grant Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly

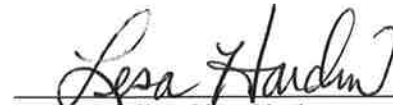
authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

By:


D. Lynn Spruill, Mayor

Attest:


Lesa Hardin, City Clerk

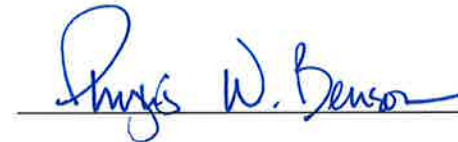


GOLDEN TRIANGLE PLANNING AND
DEVELOPMENT DISTRICT, INC.

By:


Rupert L. "Rudy" Johnson,
Executive Director

Attest:


Darryl W. Benson

(SEAL)



PART II
TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2. Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4. Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P. O. 94-163).

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate.

6. Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

7. Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

8. Availability of Books and Records

The Recipient, ARC, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. The District shall maintain all records pertaining to this contract for a period of not less than three (3) years.

9. Attachment O, OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18.

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer A
Community Development Block Grant (CDBG) Grant
Project Number 1136-20-347-PF-01
Babylon Road Sewer Improvements

WHEREAS, the City of Starkville has been awarded a Community Development Block Grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period exceeding ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed \$40,000 to be derived from the Mississippi Community Development Block Grant and Local funds provided by Starkville Utilities.

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Community Development Block Grant, according to the terms of the contract agreed upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 19th day of October 2021, by the City of Starkville Board of Aldermen in regular session.



D. Lynn Spruill, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES

between the

Golden Triangle Planning and Development District, Inc.

and

City of Starkville

THIS CONTRACT, entered into the 19th day October 2021 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Community Development Block Grant (CDBG) Program, Grant Number 1136-20-347-PF-01 from the State of Mississippi, hereinafter referred to as the "State", in the sum of \$40,000 for the purpose of public facility infrastructure improvements (Babylon Road Sewer) .

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Community Development Block Grant Program (CDBG), including, but not limited to:

- A. Project administration, program general administrative services and financial management services consistent with CDBG program guidelines and policies;
- B. Records maintenance;
- C. Monitoring of compliance with CDBG Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;
- D. Representation of the Recipient before the State, CDBG, and other governmental agencies concerned with the Mississippi Community Development Block Grant Program; and
- E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in

providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Community Development Block Grant Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 27th day of January 2021 (CDBG Contract Effective Date) and will continue until all of Grant Number 1136-20-347-PF-01 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **\$40,000** to be derived from the Community Development Block Grant funds (\$20,000) and Starkville Utilities (\$20,000). Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Community Development Block Grant Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly

authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

By: 
D. Lynn Spruill, Mayor

Attest:


Lesa Hardin, City Clerk

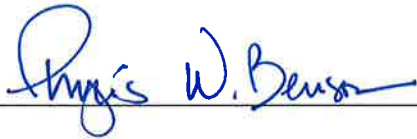
(SEAL)



GOLDEN TRIANGLE PLANNING AND
DEVELOPMENT DISTRICT, INC.

By: 
Rupert L. "Rudy" Johnson,
Executive Director

Attest:


Phyllis W. Benson

(SEAL)



PART II

TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2. Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4. Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P. O. 94-163).

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate.

6. Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

7. Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

8. Availability of Books and Records

The Recipient, HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. The District shall maintain all records pertaining to this contract for a period of not less than three (3) years.

9. Attachment O, OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new employee Odie Avery, Assistant City Planner.

She announced that the City Trunk or Treat will be held at McKee Park on Sunday, October 31, 2021, from 5 to 7 pm. Mayor Spruill also updated everyone that the Golf Cart Ordinance will go into effect November 4.

Applications will be available the week prior.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver noted the new 4-way stop at Patriots Park seems to be working well and thanked the City engineering department.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that daylight savings time changes November 7. He asked that the City consider widening the intersection of Louisville and Wood Streets. Vice-Mayor Perkins noted the City looked into it years ago, but a property owner did not agree to the necessary easements.

PUBLIC APPEARANCE:

G T R LINK - POTENTIAL GAP DESIGNATION AND RESOLUTION OF INTENT

Joe Max Higgins, CEO of Golden Triangle Development Link, presented the Growth and Prosperity Program. The program provides income, franchise, sales and property tax incentives to companies that locate or expand in the area. The program is designed to encourage development in economically challenged areas of the state. Oktibbeha County and the City of Starkville recently qualified for the program.

33. CONSIDERATION OF A GAP RESOLUTION.

Alderman Beatty, duly seconded by Alderman Brooks, offered a motion to approve a Resolution to designate the City of Starkville as a participant in the Growth and Prosperity Program.

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.

Growth and Prosperity (GAP) Program

The Growth and Prosperity (GAP) Program designates specific counties as GAP counties and provides income, franchise, sales and property tax incentives to companies that locate or expand in these areas of Mississippi. The program is designed to encourage development in economically challenged areas of the state.

To be designated as a GAP county, a county must have an unemployment rate that is 200 percent of the state's annual unemployment rate **or must have 30 percent or more of its population below the federal poverty rate.**

PROGRAM FACTS

The following enterprises that create 10 or more jobs are eligible to participate under the GAP Program:

- Manufacturers, processors and companies that assemble, store, warehouse, service, distribute or sell any product or good, including agricultural products;
- Research and development enterprises, including, but not limited to, scientific laboratories; or
- Other businesses or industries that will further the public purposes of the GAP Act as determined on a case-by-case basis by MDA and that create a minimum of 10 jobs.

Retail or gaming businesses or electrical generation facilities are not eligible to participate in the GAP Program.

Eligible entities that locate or expand in a GAP area receive a series of tax incentives for a period of up to 10 years:

- **A full exemption on all state income and franchise taxes** related to the new location or expansion.

In instances where an expansion is approved for companies already subject to Mississippi income and franchise tax, an apportionment formula will be used to determine the percentage of Mississippi income and/or capital that is exempt through the GAP Program. This formula utilizes a property factor and a double-weighted payroll factor based on GAP property and payroll divided by the total company property and payroll. Specific calculation guidelines can be obtained from the Mississippi Department of Revenue.

- **A full sales and use tax exemption** on all equipment and machinery purchased during the initial construction or expansion at an approved facility.

This exemption is valid from the date that the project begins until three months after start-up. This exemption applies to the general 7 percent sales tax on component building materials, equipment and other assets purchased for the project, as well as the 1.5 percent sales tax on manufacturing machinery.

Contact the Mississippi Development Authority's Financial Resources Division
at 601.359.3552 or financial@mississippi.org to learn more.

For commercial construction in Mississippi, there is a contractor's tax assessed on the construction of commercial real property that is calculated as 3.5 percent of the contractor's gross receipts from the construction. Contractor's tax has no exemptions, and the contractor is allowed to purchase all component building materials exempt from sales tax. Under the GAP Program sales and use tax exemption, component building materials can be purchased directly by the GAP-certified business. If these materials are not part of the construction contract, they are not subject to contractor's tax, and sales tax is not due on materials purchased by the GAP company. To qualify for the exemption, the materials must be purchased by, billed to and paid for directly by the eligible GAP-certified business. Contractor's tax will still apply to the labor portion of the construction contract.

- **A property tax exemption on taxes levied on land, building, equipment and certain inventory at an approved facility in an approved GAP-designated area. This exemption does not include school taxes and that portion of the property tax utilized to pay for fire and police protection.** If the company is eligible for a Free Port Warehouse exemption, it must be applied for separately.

GAP-ELIGIBLE COUNTIES

Adams, Bolivar, Claiborne, Coahoma, Holmes, Humphreys, Issaquena, Jefferson, Leflore, Noxubee, Oktibbeha, Quitman, Sharkey, Sunflower, Tallahatchie, Tunica, Washington and Yazoo

COUNTIES WITH GAP-ELIGIBLE DISTRICTS

Adams – District 4, Amite – Districts 2 and 3, Attala – District 4, Franklin – Districts 1 and 2 and Lowndes – District 4

Companies interested in GAP incentives must apply to and be certified by the Mississippi Development Authority, and an agreement must be entered into by the company prior to receiving these benefits. All tax incentives are administered by the Mississippi Department of Revenue and the County Tax Assessor.

To apply for the GAP Program, contact MDA's Financial Resources Division. For further details, see the Mississippi Tax Incentives, Exemptions, and Credits guidelines on the Mississippi Department of Revenue website at www.dor.ms.gov.

February 2015

Contact the Mississippi Development Authority's Financial Resources Division
at 601.359.3552 or financial@mississippidev.org to learn more.

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, CONSENTING TO THE PARTICIPATION OF THE CITY IN THE "GROWTH AND PROSPERITY PROGRAM" ESTABLISHED BY THE MISSISSIPPI GROWTH AND PROSPERITY ACT; ACKNOWLEDGING THAT, ONCE OKTIBBEHA COUNTY IS DESIGNATED AS A "GROWTH AND PROSPERITY COUNTY" AND THE CITY IS DESIGNATED AS A GROWTH AND PROSPERITY PROGRAM PARTICIPANT UNDER THE MISSISSIPPI GROWTH AND PROSPERITY ACT, ANY AND ALL MISSISSIPPI DEVELOPMENT AUTHORITY APPROVED BUSINESS ENTERPRISES WILL RECEIVE UP TO A TEN (10) YEAR EXEMPTION FROM CITY AD VALOREM TAXES, EXCLUDING AD VALOREM TAXES LEVIED FOR SCHOOL PURPOSES OR TO PAY THE COSTS OF PROVIDING FIRE AND POLICE PROTECTION; AND RELATED MATTERS

WHEREAS, the Board of Aldermen (the "Board") of the City of Starkville, Mississippi (the "City"), acting for an on behalf of the City, hereby finds, adjudicates and determines as follows:

1. All references herein to the "Code" shall mean the Mississippi Code of 1972, as amended;
2. The Mississippi Development Authority (the "MDA") has advised the Golden Triangle Development LINK (the "LINK") that Oktibbeha County, Mississippi (the "County") meets the requirements prescribed by the Mississippi Growth and Prosperity Act, codified as Code Section 57-80-1, *et seq.* (the "GAP Act"), necessary for the County to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a "growth and prosperity county" as contemplated in Code Section 57-80-7;
3. The municipal boundaries of the City are located entirely within the boundaries of the County;
4. Pursuant to Code Section 57-80-7, and conditioned upon the MDA issuing a certificate of public convenience and necessity designating the County as a "growth and prosperity county" under the GAP Act, the City may therefore also elect to consent to participation in the Growth and Prosperity Program established by the GAP Act;
5. It is in the best interests of the City and its residents that the LINK prepare and submit to the MDA on behalf of the City and the County all applications, materials and documentation required by the GAP Act necessary to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a "growth and prosperity county" and the City as a Growth and Prosperity Program participant; and further that Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City should be authorized to do all things and to execute and deliver all such applications, materials and other instruments, which are required of them or are otherwise contemplated by the GAP Act or other applicable law, for the proper submission thereof to the MDA by the LINK for purposes of petitioning the MDA to issue the aforementioned certificate of public convenience and necessity designating the County as a "growth and prosperity county" and the City as a Growth and Prosperity Program participant; and
6. The Board acknowledges and understands that, once the County is designated as a "growth and prosperity county" and the City is designated as a Growth and Prosperity Program participant under the GAP Act, any and all MDA approved business enterprises will receive up to a ten

(10) year exemption from City ad valorem taxes, excluding any ad valorem taxes levied for school purposes or to pay the costs providing fire and police protection;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. The LINK is hereby authorized and directed to prepare and submit to the MDA on behalf of the City all applications, materials and documentation required by the GAP Act necessary to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a "growth and prosperity county" and the City as a Growth and Prosperity Program participant under the GAP Act.

SECTION 2. The City hereby consents to the designation of the City as a participant in the Growth and Prosperity Program pursuant to the GAP Act; and the Board hereby memorializes its acknowledgment and understanding that, once the County is designated as a "growth and prosperity county" and the City is designated as a Growth and Prosperity Program participant pursuant to the GAP Act, any and all MDA approved business enterprises will receive up to a ten (10) year exemption from City ad valorem taxes, excluding any ad valorem taxes levied for school purposes or to pay the costs providing fire and police protection.

SECTION 3. The Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City are each hereby authorized to do all things and to execute and deliver all such applications, materials and other instruments, which are required of them or are otherwise contemplated by the GAP Act or other applicable law, for the proper submission thereof to the MDA by the LINK for purposes of petitioning the MDA to issue a certificate of public convenience and necessity designating the County as a "growth and prosperity county" and the City as Growth and Prosperity Program participant pursuant to the GAP Act; or which the Mayor, with the advice of the attorney for the Board, deems necessary or desirable to effect the purposes of these Resolutions.

SECTION 4. Captions. The captions or headings of this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

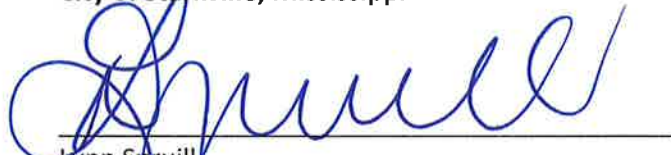
[remainder of page intentionally left blank]

Following the reading of the foregoing resolution and discussion thereof, Alderman Hamp Beatty moved the motion to adopt the foregoing resolution and Alderman Mike Brooks seconded the motion to adopt the foregoing resolution, and the question of the adoption of the foregoing resolution being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: aye
Alderwoman Sandra C. 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, Sr.	voted: aye

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 day, October 19th, 2021.

City of Starkville, Mississippi



Lynn Spruill,
Mayor

ATTEST:



Lesa Hardin,
City Clerk



PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF SE 21-07: A REQUEST FOR SPECIAL EXCEPTION BY UMBLE COFFEE TO ALLOW FOR AN EATING AND DRINKING ESTABLISHMENT AT 216 INDUSTRIAL PARK ROAD IN AN INDUSTRIAL ZONING DISTRICT WITH PARCEL NUMBER 120L-00-006.00.

Daniel Havelin presented a request by Kenneth Thomas of Boardtown Enterprises and Umble Coffee Co to allow for an Eating & Drinking Establishment to be located at 216 Industrial Park Road in an Industrial zoning district. The applicant is seeking a Special Exception to have a coffee shop/restaurant as part of a coffee roasting business. The primary use of the property will be for the roasting and distribution of coffee which is classified as “Manufacturing and Industrial Light”. The proposed coffee shop/restaurant would be a secondary use and is classified as an “Eating & Drinking Establishment”. While the roasting and distribution of coffee is a permitted use in an Industrial zoning district, a coffee shop/restaurant requires a special exception.

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

34. CONSIDERATION OF SE 21-07.

Alderman Beatty, duly seconded by Alderman Rupp, offered a motion to approve SE 21-07: a request for Special Exception to allow for an eating and drinking establishment at 216 Industrial Park Road in an Industrial zoning district with parcel number 120L-00-006.00. 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.

PUBLIC HEARING AND CONSIDERATION OF SE 21-08: A REQUEST FOR A SPECIAL EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE REQUIREMENTS AND PARKING LOT REQUIREMENTS AT STARKVILLE ACADEMY LOCATED AT 505 ACADEMY ROAD IN A SE ZONING DISTRICT WITH PARCEL NUMBER 102J-00-006.00.

Daniel Havelin presented a request by Starkville Academy to allow for a deviation from the façade requirements and parking lot requirements for a proposed expansion at 505 Academy Road. The applicant is seeking a Special Exception for a new building and parking expansion. For the building expansion, the request is to use metal exterior siding instead of the required façade materials listed in the Development Standards chart. For the parking lot, the request is to not be required to have a concrete curb for gravel parking lots, not be required to place interior landscape islands, or terminal landscape islands in the proposed parking expansion or the existing parking lot.

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

35. CONSIDERATION OF SE 21-08.

Alderman Brooks, duly seconded by Alderman Vaughn, offered a motion to approve SE 21-08: a request for Special Exception from development standards related to the façade requirements and parking lot requirements at Starkville Academy located at 505 Academy Road. 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.

36. CONSIDERATION OF THE APPROVAL OF THE PROPOSED SFM PARKS AND RECREATION BUDGET FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZATION FOR THE CITY CLERK TO TRANSFER OPENING BALANCE TO SFM ACCOUNT.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving the proposed budget as pro-rated to eleven months with Sports Facilities Management for the 2021 – 2022 fiscal year and authorization for the City Clerk to transfer opening balance funds to SFM account.

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: Nay

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

The SFM Budget follows this page.

Starkville MS Park & Rec

October 2021 - September 2022

	Year One Pro Forma Goal	% of Rev	Target %
INCOME			
40100 - Leagues - Adult	\$ 34,500		
40200 - Leagues - Youth	\$ 92,000		
40300 - Camps & Clinics - Adult	\$ 85,900		
40600 - Camps & Clinics - Youth	\$ 33,000		
40700 - In-House Tournaments	\$ 67,800		
40800 - Tot Development	\$ 10,800		
41100 - Facility Rentals	\$ 66,200		
41200 - Drop-In	\$ 12,500		
41300 - Aquatics	\$ 20,000		
41400 - Corporate & Special Events	\$ 50,000		
41500 - Food & Beverage	\$ 415,000		
41600 - Pro Shop	\$ 40,000		
41900 - Sponsorship & Other Revenues	\$ 220,000		
TOTAL INCOME	\$ 1,147,700	100%	

COST OF GOODS SOLD			
50000 - Part Time Labor Costs (See Line 228)	\$ -	0%	
50100 - Leagues - Adult	\$ 8,625	25%	
50200 - Leagues - Youth	\$ 23,000	25%	
50300 - Camps & Clinics - Adult	\$ 21,475	25%	
50600 - Camps & Clinics - Youth	\$ 8,250	25%	
50700 - In-House Tournaments	\$ 27,120	40%	
50800 - Tot Development	\$ 1,620	15%	
51100 - Facility Rentals	\$ 3,310	5%	
51200 - Drop-In	\$ -	0%	

51300 - Aquatics	\$	8,000	40%
51400 - Corporate & Special Events	\$	-	0%
51500 - Food & Beverage	\$	228,250	55%
51600 - Pro Shop	\$	20,000	50%
51900 - Sponsorship & Other Revenues	\$	41,250	19%
TOTAL COST OF GOODS	\$	390,900	34%

Total Gross Profit	\$	756,800	66%
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EXPENSES			
60000 - Advertising & Marketing	\$	35,000	
60400 - Bank Service & Accounting	\$	14,950	
60500 - Business Licenses & Permits	\$	10,000	
61000 - Legal & Professional Fees	\$	22,000	
62000 - Administrative Expenses	\$	40,500	
62400 - Depreciation Expense	\$	-	
62410 - Amortization Expense	\$	-	
63300 - Insurance Expenses	\$	31,027	
63400 - Interest Expense	\$	-	
63500 - Property Tax Expense	\$	-	
64000 - Supplies & Services	\$	50,000	
Management / Salaried	\$	140,000	
Administrative /Part time/ Hourly (less \$52K in COGS internal labor)	\$	275,000	
Management Company	\$	180,000	
Management Company Travel	\$	10,000	
65000 - Salaries & Wages	\$	605,000	
66000 - Payroll Expenses & Payroll Taxes	\$	91,077	
67100 - Rent & Local Taxes	\$	25,000	
67200 - Repairs & Maintenance	\$	567,000	
68600 - Utilities	\$	215,000	
68710 - Misc	\$	25,000	
TOTAL EXPENSES	\$	1,731,554	151%

37. CONSIDERATION OF THE SIGN ORDINANCE WITHIN THE UNIFIED DEVELOPMENT CODE.

Alderman Carver offered a motion to rescind the amortization of nonconforming signs and to remove Section 14.7.5 from the City's Unified Development Code. The motion died for lack of a second.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to not fine a business which is under contract with a sign company to come into compliance with Section 14.7.5 of the City's Unified Development Code at the deadline of May 5, 2022.

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.

38. CONSIDERATION OF AUTHORIZING THE DEVELOPMENT OF A JOB DESCRIPTION FOR A COMPTROLLER IN THE CITY CLERK'S OFFICE AND TO ADVERTISE AT A SALARY CONSISTENT WITH COMPARABLE POSITIONS AS LISTED IN THE STENNIS SALARY STUDY.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion to authorize the development of a job description for a comptroller in the City Clerk's office and to advertise at a salary consistent with comparable positions as listed in the Stennis salary study.

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.

39. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Dockets for all departments including Starkville Utilities, as of October 12, 2021 for fiscal year ending 9/30/22, 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	\$ 663,764.24
Restricted Fire Fund	003	40,954.00
Airport Fund	015	40,571.59
Sanitation	022	68,358.26
Industrial Park Bond	303	32,473.23
American Relief Fund	309	784.00
Public Improvement Bonds 2018	319	2,457.45
Park and Rec Tourism	375	50,000.00
BUILD Grant	377	56,427.72
Park Bond - 2020	380	45,697.28
Sub Total Before Utilities		\$ 1,001,487.77
Utilities Dept.	SED	1,910,232.17
Total Claims	Total	\$ 2,911,719.94

40. 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 Rupp, seconded by Alderman Brooks, 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: 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.

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

Alderman Sistrunk offered a motion to return to open session. Alderman Vaughn seconded the motion and the Board voted as follows not to enter Executive Session and to return to open session:

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.

The Mayor invited the public back in and then announced that the Board had decided not to go into Executive Session.

42. A MOTION APPROVING THE RECOMMENDATION OF THE POLICE CHIEF FOR FIVE DAYS UNPAID SUSPENSION AND ONE YEAR PROBATION OF SARAH CARPENTER.

Upon the motion of Alderman Perkins, duly seconded by Alderman Sistrunk, to approve the recommendation of the Police Chief as presented in his written materials to the Board for five days unpaid suspension and one year probation of Sarah Carpenter. 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.

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to adjourn the meeting until November 2, 2021 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman 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.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)