

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 1, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on February 1, 2022 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 Sandra Sistrunk, Jeffrey Rupp, Mike Brooks and Hamp Beatty 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.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda. There being none, the Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Beatty offered a motion, duly seconded by Alderman Brooks, to approve the February 1, 2022 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a majority affirmative vote, the Mayor declared the motion carried and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, FEBRUARY 1, 2022
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 DECEMBER 21, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 14, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

BOYS AND GIRLS CLUB UPDATE BY CHRISTOPHER THOMPSON, STARKVILLE UNIT DIRECTOR

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 22-01: A REQUEST FOR VARIANCE ON REAR SETBACK AT 114 MOHAWK STREET IN A SD-6 ZONING DISTRICT.

FOURTH PUBLIC HEARING FOR AMENDING SECTION 3, 17, AND 18 OF THE UNIFIED DEVELOPMENT CODE WITH THE ADDITION OF THE RENTAL HOUSING CODE.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF EXTENDING THE CONTRACT WITH RETAIL STRATEGIES, LLC FOR RETAIL RECRUITMENT SERVICES FOR THE CITY OF STARKVILLE FOR AN ADDITIONAL THREE YEARS.

B. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO REVISE THE SIGN ORDINANCE TO ALLOW FOR AUTHORITY TO REMOVE NON-CONFORMING SIGNS AND PLACE A LIEN FOR ASSOCIATED COSTS FOR NON-COMPLIANCE AND AUTHORITY TO WAIVE FEES FOR AFFECTED PROPERTIES FOR NEW SIGN PERMITS IF IN COMPLIANCE WITH THE AMORTIZATION AND REMOVAL CLAUSE.

X. BOARD BUSINESS

A. CONSIDERATION OF RE-APPOINTING SUMNER DAVIS TO THE SCHOOL BOARD FOR A SECOND TERM.

B. INTERVIEWS OF TWO APPLICANTS AND DISCUSSION TO FILL A VACANCY FOR THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD FOR A THREE-YEAR APPOINTMENT THAT WILL BEGIN FEBRUARY 2, 2022 AND END FEBRUARY 2, 2025.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STARKVILLE AND KYLE KNIGHT FOR USE OF THE AGRICULTURAL LAND INSIDE THE FENCED AREA FOR ONE YEAR AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF APPROVING A CONTRACT WITH CAMINO, INC. WEB SERVICES AGREEMENT FOR PERMITTING SOFTWARE ACCESS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. ACCEPTANCE OF THE LOWEST QUOTE FROM CIRCLE B CUTTERS LLC IN THE AMOUNT OF \$14,272.00 FOR THE SPORTSPLEX PARKING LOT LANDSCAPING.
2. APPROVAL TO PURCHASE VARIOUS LENGTHS AND SIZES OF N-12 HP DRAINAGE PIPE FROM SOURCE OF SUPPLY VENDORS, G&O SUPPLY OR CONSOLIDATED PIPE (BOTH HAD IDENTICAL BIDS), DEPENDING ON AVAILABILITY, IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE SPORTSPLEX DRAINAGE REPLACEMENT PROJECT.
3. CONSIDERATION OF APPROVAL TO PURCHASE BRIDGE COMPONENTS- BOLTS, BEARING PADS, GUARDRAIL AND PARAPET POSTS FROM FORTERRA, BEING A SOLE SOURCE DUE TO COMPATIBILITY WITH THE RECYCLED BRIDGE SLABS IN THE AMOUNT OF \$10,674.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 25, 2022 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. REQUEST AUTHORIZATION TO NAME REGIONS BANK AS THE MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE A 2022 DODGE DURANGO ALL WHEEL DRIVE, AT A COST OF \$39,731, THE LOWER OF TWO QUOTES, FROM PARKER CDJR, STARKVILLE, MS, TO REPLACE THE EXISTING 2012 CHEVY SILVERADO (FD2).

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JALEN ESTERS AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE BLAKE DANIELS AS A PART- TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE MARVIN HUGHES AS A POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION TO APPLY FOR THE FY23 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION PROJECT OF DUI ENFORCEMENT, WHICH IS 100% REIMBURSABLE, FUNDS 2 DUI OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT, AS WELL AS DUI EQUIPMENT.
- b. CONSIDERATION TO APPLY FOR THE FY23 402 100% REIMBURSABLE POLICE TRAFFIC SERVICES GRANT FOR THE CONTINUATION PROJECT OF POLICE TRAFFIC SERVICES ENFORCEMENT.
- c. REQUEST APPROVAL FOR CORPORAL PARKER MADEEN TO ATTEND A 3-DAY CRIMINAL INTERDICTION WORKSHOP IN BATON ROUGE, LA FEBRUARY 1ST THROUGH FEBRUARY 3, 2022 AT A COST OF \$1,049.00 FOR HOTEL AND COURSE.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

- a. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2003 GMC SIERRA TRUCK (#160), VIN NUMBER ENDING IN 6536 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.

- b. REQUEST AUTHORIZATION TO PURCHASE FROM STATE CONTRACT FOR AUDIOVISUAL EQUIPMENT FROM HOWARD TECHNOLOGIES FOR THE OPERATION'S CENTER ADDITION TRAINING ROOM IN THE AMOUNT OF \$24,255.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL FEBRUARY 15, 2022 @ 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. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 21:

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the December 21, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 14, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the January 14, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF EXTENDING THE CONTRACT WITH RETAIL STRATEGIES, LLC FOR RETAIL RECRUITMENT SERVICES FOR THE CITY OF STARKVILLE FOR AN ADDITIONAL THREE YEARS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a renewal of the contract with Retail Strategies for another three years” is enumerated, this consent item is thereby approved.

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant"), the Oktibbeha County Economic Development Authority ("OCEDA"), the Starkville Visitors and Convention Council ("VCC"), and the City of Starkville, MS, ("Starkville") (collectively referred to as "Clients") on this the 1st of February 2022, as follows:

WHEREAS, the Clients desire to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the "Project"); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Clients as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Clients and Consultant, by which Consultant will provide professional consulting and related services to the Clients as hereinafter specified:

1. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Clients in the form of consulting and related services for the Project as set out in Exhibit A.

2. TERM

The Term of this Agreement shall commence upon February __, 2022, and run for a period of three (3) years unless terminated pursuant to the terms of Paragraph 8 below.

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Clients agree to pay Consultant \$30,000.00 annually split as follows: City of Starkville - \$15,000; OCEDA - \$10,000; VCC - \$5,000. Compensation shall be paid in full when billed by Consultant.

Initial fees in year one are due upon execution of this Agreement. Consultant shall send

separate invoices to Starkville, OCEDA, and VCC for their pro-rata shares of annual compensation as outlined above.

4. CLIENTS' RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Clients shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Clients, and such records, reports, and information as reasonably requested by Consultant and in Clients' possession.

5. INTELLECTUAL PROPERTY

The Clients and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Clients, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Clients acknowledge that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Clients may utilize any of the foregoing for and on behalf of their internal operations, but will take steps reasonably necessary with their employees with respect to the use, copying, protection and security of the foregoing.

6. APPLICABLE LAWS

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees. Consultant shall carry the insurance listed on the Certificate of Insurance attached hereto as Exhibit "B", which is incorporated herein by reference, throughout the term of this Agreement.

8. DEFAULT AND TERMINATION

(a) In the event Consultant should violate any of the terms of this Agreement, Clients shall provide Consultant with written notice of any such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant fail to cure such default in the time period provided, Clients shall be permitted to terminate this Agreement.

(b) Notwithstanding the above provision, Clients may collectively terminate this Agreement, with or without cause, by providing written notice six (6) months prior to the date of termination.

(c) In addition to the foregoing, Starkville, OCEDA, or VCC may terminate their participation in this agreement individually upon the required six (6) months written notice. In that event, any remaining parties may renegotiate the payment terms of this Agreement on mutually agreeable terms.

(d) This Agreement shall automatically expire upon the expiration of the three (3) year term. The parties may renew the consulting relationship by executing an amendment or new agreement setting forth the new terms between the Consultant and the Clients.

(e) All fees paid for any term are fully earned when paid and are not subject to refund following any termination hereunder.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Clients: City of Starkville, MS
 110 W. Main Street
 Starkville, MS 39759
 Email: l.spruill@cityofstarkville.org
 Attention: Mayor Lynn Spruill

Starkville Visitors and Convention Council

200 E. Main St.
Starkville, MS 39759
Email: mtagert@starkville.org
Attention: Mike Tagert

Oktibbeha County Economic Development Authority
200 E. Main St.
Starkville, MS 39759
Email: mtagert@starkville.org
Attention: Mike Tagert

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. S. Suite, 100
Birmingham, AL 35233
Email: sleara@retailstrategies.com
Attention: Steve Leara

10. INDEPENDENT CONTRACTOR

While Consultant's role will be that of consultant to the Clients, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Clients. Consultant shall not have the authority to bind or obligate the Clients, their officers, agents or employees. Clients do not reserve any right to control the methods or manner of performance of the services by Consultant. Consultant in performing the services provided herein, shall not act as an agent or employee of Clients, but shall be and act as an independent contractor, and shall be free to perform the services by such methods and in such manner as Consultant may choose.

11. INDEMNIFICATION

Consultant shall indemnify, defend, and hold harmless Clients and their officers, agents, servants, and employees from and against any and all loss, damage, or liability resulting from any claims, suits, and actions for injuries to persons or entities and damages caused by or arising out of any action or inaction of Consultant, or anyone directly or indirectly employed by it or anyone for whose acts Consultant may be liable, in any way associated

or connected with the performance of the services herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory acts or omissions of Client, its officers, agents, servants, or employees. This indemnity includes, but is not limited to, court costs, attorney fees, costs of investigation, costs of defense, settlement and judgments associated with such claims, suits or actions.

12. **COVENANT NOT TO COMPETE**

Consultant agrees that during its contractual relationship with Clients, it will not perform any services similar to those provided to Clients for any person, firm, or entity, including but not limited to, governmental entity, quasi-governmental entity, political subdivision, economic development organization, chamber of commerce, municipal corporation, county, or any combination thereof located in the following counties: Oktibbeha, Clay, and Lowndes. Consultant acknowledges that the three-year term of this contract and the geographical area set forth is reasonable, and that enforcement of a remedy by way of injunction will not prevent Consultant from conducting business. It is the intent of the parties that Consultant will provide services solely to Clients within the area described in this paragraph.

13. **MISCELLANEOUS**

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Mississippi. Venue for any dispute arising between the parties shall be in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, as applicable.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its

obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

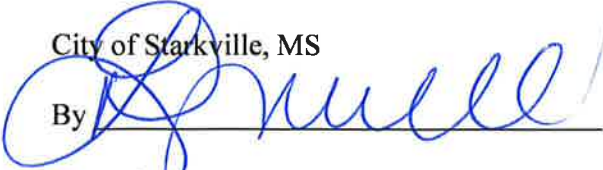
Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Clients acknowledge that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services.

SIGNATURES ON FOLLOWING PAGE

CLIENTS:

City of Starkville, MS

By 

Title Mayor

Date 2-1-2022

Oktibbeha County Economic Development
Authority

By _____

Title _____

Date _____

Starkville Visitors and Convention Council

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to the City of Starkville (the "Clients").

A. Research

1. Identify market retail trade area using political boundaries, drive times and radius and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Aerial imagery by trade area
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 50 retail prospects to be targeted for recruitment over three year engagement
10. Retailer recruitment and execution of the retail strategy
11. Monthly updates provided on retail industry trends
12. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Clients will contact a minimum of 50 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Clients' designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

II. CLIENTS AGREEMENT

This section Client outlines what the City of Starkville (the "Clients") will provide for Retail Strategies (the "Consultant").

A. Point of Contact

1. One individual shall be specifically designated by Clients and identified to Consultant as primary point of contact ("POC")
2. POC will be responsible for regular communications between Clients and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Clients as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision-making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
2. Clients/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Clients/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Clients/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning

C. Information and Material Requested by Clients:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
2. Clients/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly

5. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO REVISE THE SIGN ORDINANCE TO ALLOW FOR AUTHORITY TO REMOVE NON-CONFORMING SIGNS AND PLACE A LIEN FOR ASSOCIATED COSTS FOR NON-COMPLIANCE AND AUTHORITY TO WAIVE FEES FOR AFFECTED PROPERTIES FOR NEW SIGN PERMITS IF IN COMPLIANCE WITH THE AMORTIZATION AND REMOVAL CLAUSE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first of two public hearings to amend the sign ordinance” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF RE-APPOINTING SUMNER DAVIS TO THE SCHOOL BOARD FOR A SECOND TERM.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of reappointing Mr. Sumner Davis to the Starkville Oktibbeha County School District Board” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STARKVILLE AND KYLE KNIGHT FOR USE OF THE AGRICULTURAL LAND INSIDE THE FENCED AREA FOR ONE YEAR AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the Lease Agreement Renewal between the City of Starkville and Kyle Knight for use of the agricultural land inside the fenced area for one year” is enumerated, this consent item is thereby approved. The agreement follows this page.

8. CONSIDERATION OF APPROVING A CONTRACT WITH CAMINO, INC. WEB SERVICES AGREEMENT FOR PERMITTING SOFTWARE ACCESS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a contract for web-based services with Camino, Inc. to enhance customer access and experiences with building, planning and permitting services and to include GIS locations in the decision making process for zoning, floodplain and building requirements” is enumerated, this consent item is thereby approved. The agreement follows the Item 7 Airport Lease.

9. CONSIDERATION OF THE LOWEST QUOTE FROM CIRCLE B CUTTERS LLC IN THE AMOUNT OF \$14,272.00 FOR THE SPORTSPLEX PARKING LOT LANDSCAPING.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Circle B Cutters LLC for landscaping for the Sportsplex parking lot project in the amount of \$14,272.00” is enumerated, this consent item is thereby approved.

Quotes Received: Circle B Cutters LLC - \$14,272.00, Bullman Yardworks LLC - \$21,200.00 and SGK Landscapes - \$22,908.49

10. AUTHORIZATION TO PURCHASE VARIOUS LENGTHS AND SIZES OF N-12 HP DRAINAGE PIPE FROM SOURCE OF SUPPLY VENDORS, G&O SUPPLY OR CONSOLIDATED PIPE (BOTH HAD IDENTICAL BIDS), DEPENDING ON AVAILABILITY, IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE SPORTSPLEX DRAINAGE REPLACEMENT PROJECT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase various lengths and sizes of N-12 HP drainage pipe from Source of Supply vendors, G&O Supply or Consolidated pipe (both had identical bids), depending on availability, in an amount not to exceed \$100,000 for the Sportsplex drainage replacement project” is enumerated, this consent item is thereby approved.

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT**

This Lease Agreement is entered into to take effect on the 8th day of April, 2022, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" – Figure 1 located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.
2. **USE OF PREMISES.**

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the leased premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without

limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part

of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2022, and shall continue through and expire on April 7, 2023, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing thirty days prior to the expiration date.

4. RENT. The rent for the subject property shall be \$4,653.50 per year and shall be made in one lump sum payment on or before April 15, 2022. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Forty-One Dollars and Zero Cents (\$41.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2022. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements,

aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to \$41.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to

enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage

receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for

herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
110 W. Main Street
Starkville, MS 39759

To Lessee: KYLE KNIGHT
313 Watertank Road
Bellefontaine, MS 39737

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE


KYLE KNIGHT

STATE OF MISSISSIPPI

COUNTY OF Webster

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **KYLE KNIGHT**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the 21st day of March, 2022.



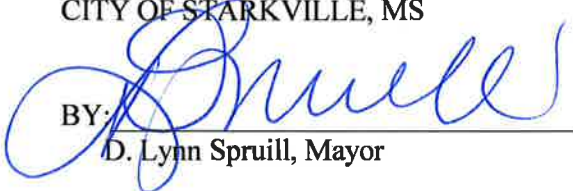
Lesa D. Hardin
NOTARY PUBLIC

MY COMMISSION EXPIRES:

10-12-2025

LESSOR

CITY OF STARKVILLE, MS

BY: 

D. Lynn Spruill, Mayor

ATTEST:



Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the 2 day of February, 2022.



(S E A L)


NOTARY PUBLIC

MY COMMISSION EXPIRES:

Oct 12, 2024



CLEARWATER CONSULTANTS, INC.
STARKVILLE, MISSISSIPPI

GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI

SCALE: 1" = 600'±

DATE: FEBRUARY 2017

LAND AVAILABLE FOR
AGRICULTURAL LEASE

FIGURE
1

To Whom It May Concern:

I, Kyle Knight, would like to renew my agricultural lease for the Starkville airport property. If you have any questions or concerns I can be reached at 662.552.2608.

Thanks,


Kyle Knight



Proposal for City of Starkville, MS

Permit Guide

Summary of Solution

Camino is a web-based solution that improves the customer experience for permit and licensing processes. Camino software is provided through a SaaS (software as a service) model, meaning that all functionality is accessed through the internet on a subscription basis. For this proposal Camino is excited to offer the solutions outlined below.

Camino Guide Summary:

The Camino Guide is an informational resource that serves as a virtual 'pre-meeting' for anybody thinking about starting a building project. After first answering a series of questions, applicants will automatically receive a customized guide containing their timeline, fees, and process for successful project completion. The Guide will also integrate with existing GIS systems to let the applicant know whether their project is allowed in the selected zone. By making every applicant an expert, the Camino Guide reduces errors, frees up valuable staff resources, and flags any potential issues at the outset to ensure a faster process.

Features:

- An online portal where residents can create an account and view current and historical projects.
- An intelligent Guide that will ask applications a series of questions about their building project and informs them where it is allowed and whether a permit or license is required.
- If a permit or license is required, the Guide will generate a customized checklist of steps for the applicant to follow, complete with detailed instructions.
- The Guide will automatically check for zoning compliance and any other geographic factors.
- The agency will be able to track all Guides that are created.
- The agency will be able to configure and manage the Guide through an entirely self-service administrative panel.

Implementation and Support Package (select one of the two options below)

☒ Self-Service Implementation

For this project the customer will be configuring their own Camino implementation with guidance from the Camino team. Camino's software is designed to put the customer in control and agency staff will have *full* access to all system configuration options including:

- Project Type Editor
- Guide Step Editor
- Rule Builder
- GIS Rule Configuration
- Rich Text and Content Editing

The self-service implementation includes:

- 5 hours of training for agency staff.
- 1 hour per week of email, zoom or phone support for the first three months of the agreement.
- 1 hour per month of support after the first three months.
- Camino assistance with GIS layer import.
- Access to Camino knowledge base.

☐ Camino-led Implementation

For this project Camino will be leading and performing system configuration work during the implementation. A Camino Implementation Manager will suggest the best service package based on the project scope (for details see Appendix B – Pricing). The service package will include:

- Everything covered under the Self-Service option above.
- A fixed number of hours that can be used in year one for system configuration, staff training and process mapping.
- Additional hours in future years to add system functionality, make changes to the existing configuration and train new staff.

At the start of the implementation Camino will create a project plan with milestones. If the number of service hours exceeds the selected package the customer can upgrade their package or purchase additional hours.

Customer Service

Service Level Agreement

Camino offers a web-based platform that is accessible from all major desktop web browsers. Camino currently works on browser versions that are still supported by their parent company. As of the date of this proposal, the list of supported browsers (on Windows, OSX, or Linux) is:

- Chrome
- Firefox
- Internet Explorer / Edge
- Safari

Camino guarantees 24/7 access with 99.9% uptime. Camino will occasionally bring the service down for scheduled maintenance and updates, but never during the hours of 8am-6pm, M – F.

In the event that Camino ceases operations during the term of this agreement, Camino will (upon request) provide the customer with a full export of all customer data within 30 days of the request.

Technical Support Services

Camino will assign an Account Manager to assist with onboarding, training, and ongoing support. This representative will be the customer primary point of contact for all requests and issues.

In order to initiate a technical support ticket, the customer must email support@camino.ai, or their designated Account Manager or Implementation Manager. Requests made through other channels are not subject to this SLA.

Camino uses the following incident response levels:

- Level 1: Mission critical error that prevents users from accessing or using the system.
- Level 2: A critical feature is broken.
- Level 3: All other bugs or errors.

When an issue is reported, Camino will respond within 4 hours during the hours of 8am-9pm PST, M-F. The response will include a support ticket and estimated time to fix. Camino targets the following fix times:

- Level 1 incident: 24 hours.
- Level 2 incident: 48 hours.
- Level 3 incident: 5 days.

Training

Camino will provide one kick-off meeting at the beginning of the implementation and up to five hours of staff training. The customer can include whichever staff they choose in this training session.

Camino will run a monthly, two-hour virtual training webinar that all customers can access for free. Training content will be determined by the needs of the participants.

CAMINO INC. SOFTWARE SERVICES AGREEMENT

	<u>Organization Contact</u>	<u>Billing Contact (If Different)</u>
Customer Name:		
Contact Name:		
Address:		
Telephone:		
Email:		

Effective Date:

Scope of Agreement: As outlined in the above proposal.

Fees: Starting at the effective date, the customer will pay an annual fee as outlined in Appendix B for the services outlined in the Summary.

Welcome to Camino! Thanks for using our software. This Software Agreement ("Agreement") is entered between Camino, Inc., with its principal place of business at 2261 Market Street #4302 San Francisco, CA 94114 ("Camino"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the Camino Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the Camino Terms and Conditions.

	<u>Customer</u>	<u>Camino</u>
Signature:		
Printed Name:		Nate Levine
Title:		CSO
Date:		

Appendix A

Camino Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these Camino Terms and Conditions (the "Agreement"), Camino will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by Camino and Customer ("Software Agreement").

1.2 Customer understands that Camino's performance depends on Customer timely providing Camino with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Camino's Performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. Camino shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. OWNERSHIP. Camino retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

3.1 Camino warrants that Camino is the owner of the Software Services and has the right to license it to third parties. Camino will defend, at its expense, any action brought against Customer based on a claim that the Software Services infringe upon a United States or Canadian patent, copyright, trade secret, or other proprietary right of a third party. Camino agrees to indemnify Customer and hold Customer harmless against damages and costs, including attorney's fees, finally awarded against Customer in such actions.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). Camino's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according

to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within forty-five (45) days after the date of Camino's invoice (which Camino typically sends 45 days after the Effective Date).

6. TERM & TERMINATION

6.1 Subject to compliance with all terms and conditions, the first term of this Agreement shall be from the Effective Date and shall continue for a period of thirty-six (36) months. At the termination of the initial term, the Customer will have the option to renew this agreement for subsequent twelve (12) month terms. The customer will be billed on an annual basis for each twelve (12) month term, and either party may terminate this Agreement at the end of the applicable term, without penalty, with thirty (30) days prior written notice. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice. Customer reserves the right to cancel and terminate this agreement, without cause, upon thirty (30) days written notice to Camino.

6.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

6.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

7.1 Camino represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

7.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to Camino for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Camino's use of such materials in connection with the Software Services" will not violate the rights of any third party.

7.3 CAMINO DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS".

8. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER

THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; OR (B) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. With the Customer's approval, Camino shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Camino's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Camino). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10. INSURANCE. Camino shall maintain for the duration of this Agreement the following insurance:

10.1 Commercial General Liability including coverage for premises, products -and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

10.2 Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability: (1) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and (2) Primary Property Damage of at least \$250,000 per occurrence; or (3) Combined single limits of \$1,000,000 per occurrence.

10.3 Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Appendix B

Fees

Item	Includes	Cost
Building Guide	• Unlimited users • Includes unlimited building project types • Features outlined in proposal	\$15,000 / year 66.6% First year discount 50% Second year discount 33.3% Third year discount Total: \$4,999 / year one \$7,500 / year two \$10,000 / year three

Pricing Structure

The City of Starkville, MS's will remain fixed at \$4,999 per year pending a successful implementation and go-live with the Camino software. A successful implementation and go-live will be defined as the City placing a publicly-accessible link on the City's website to give the community access to the Camino software. Upon go-live the City's annual subscription will increase per the table above.

Additionally, Camino agrees to lock-in discounted pricing of a full Permitting and Licensing solution for the duration of the 3-year contract term. Should The City of Starkville, MS choose to upgrade functionality and transition to Camino's Permitting and Licensing software, Camino agrees to a discounted rate of \$15,000/year. This represents a 25% discount off the current price.

11. CONSIDERATION TO PURCHASE BRIDGE COMPONENTS- BOLTS, BEARING PADS, GUARDRAIL AND PARAPET POSTS FROM FORTERRA, BEING A SOLE SOURCE DUE TO COMPATIBILITY WITH THE RECYCLED BRIDGE SLABS IN THE AMOUNT OF \$10,674.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase bridge components- bolts, bearing pads, guardrail and parapet posts from Forterra, being a sole source due to compatibility with the recycled bridge slabs in the amount of \$10,674.00” is enumerated, this consent item is thereby approved. Forterra was the original manufacturer of the bridge and the components are unique to the bridge.

12. CONSIDERATION TO NAME REGIONS BANK AS THE MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Regions Bank as the Municipal Depository for the City of Starkville” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO PURCHASE A 2022 DODGE DURANGO ALL WHEEL DRIVE, AT A COST OF \$39,731, THE LOWER OF TWO QUOTES, FROM PARKER CDJR, STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 2022 Dodge Durango All Wheel Drive, the lower of two comparable quotes, at a cost of \$39,731, from Parker CDJR, Starkville, MS” is enumerated, this consent item is thereby approved.

Two quotes received: Parker CDJR - \$39,73.00 and Cannon Ford of Starkville - \$54,722.00

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Jalen Esters as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE BLAKE DANIELS AS A PART- TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Blake Daniels as a part-time Firefighter” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE MARVIN HUGHES AS A POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Marvin Hughes as a Police Officer” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO APPLY FOR THE FY23 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT FOR THE CONTINUATION PROJECT OF DUI ENFORCEMENT, WHICH IS 100% REIMBURSABLE, FUNDS 2 DUI OFFICERS, AND APPROXIMATELY 600 HOURS IN OVERTIME FOR DUI ENFORCEMENT, AS WELL AS DUI EQUIPMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for the FY23 405D Alcohol and Drug Impaired Driving Enforcement grant for the continuation project of DUI enforcement, which is 100% reimbursable, funds 2 DUI officers and approximately 600 hours in overtime for DUI enforcement as well as DUI equipment” is enumerated, this consent item is thereby approved. The offer follows this page.

18. CONSIDERATION TO APPLY FOR THE FY23 402 100% REIMBURSABLE POLICE TRAFFIC SERVICES GRANT FOR THE CONTINUATION PROJECT OF POLICE TRAFFIC SERVICES ENFORCEMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for the FY23402 Police Traffic Services grant for the continuation project of Police traffic Services Enforcement, which is 100% reimbursable, funding radar equipment and approximately 600 hours in overtime enforcement” is enumerated, this consent item is thereby approved. The offer follows the 405D offer.

19. CONSIDERATION FOR CORPORAL PARKER MADEEN TO ATTEND A 3-DAY CRIMINAL INTERDICTION WORKSHOP IN BATON ROUGE, LA FEBRUARY 1ST THROUGH FEBRUARY 3, 2022 AT A COST OF \$1,049.00 FOR HOTEL AND COURSE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Corporal Parker Madeen to attend a 3-day Criminal Interdiction Workshop in Baton Rouge, LA February 1st through February 3, 2022 at a cost of \$1,049.00 for hotel and course” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO DECLARE THE WATER DIVISION 2003 GMC SIERRA TRUCK (#160), VIN NUMBER ENDING IN 6536 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE AN EQUIVALENT VEHICLE REPLACEMENT FROM STATE CONTRACT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water Division 2003 GMC Sierra truck (#160), vin number ending in 6536 as surplus and to auction on govdeals and authorization to purchase an equivalent vehicle replacement from state contract” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO PURCHASE FROM STATE CONTRACT FOR AUDIOVISUAL EQUIPMENT FROM HOWARD TECHNOLOGIES FOR THE OPERATION’S CENTER ADDITION TRAINING ROOM IN THE AMOUNT OF \$24,255.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the February 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase from state contract for audiovisual equipment from Howard Technologies for the operation’s center addition training room in the amount of \$24,255.00” is enumerated, this consent item is thereby approved.

Alderman Roy A’. Perkins arrived at the conclusion of the reading of the consented items.

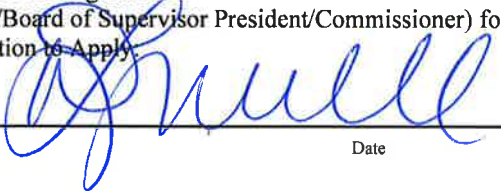
FY23 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)**Mississippi Office of Highway Safety**

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name: City of Starkville Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone: 662-323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Date: January 19, 2022	
		3. Beginning and Ending Dates: <u>X</u> Full Grant: (October 1, 2022 - September 30, 2023)	
		4. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method	
		5. DUNS # - 0957074444	
		6. Congressional District- MS03	
7. Program Title:			
8. The following funds will be proposed for FY23 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$113,349.20	(1) Federal	\$116,079.20
(2) Personal Services-Fringe (State Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment	\$2730.00		
(6) Commodities			
TOTAL	\$116,079.20	TOTAL	\$116,079.20
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Contractual Commodities		Proposed Countermeasures Travel	Personal Services Equipment
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply: 		MOHS USE Only:	
Signature _____ Date _____			
Print Name: Lynn Spruill Title: Mayor, City of Starkville			

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	YES	NO
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X	
Has the agency had at least 3 years' experience with federal grants?	X	
Has the department staff remained unchanged during the 2022 grant year (October 2021 – current)?	X	
Has the agency administration remained unchanged during the 2022 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2021 – current)?	X	
Is the agency accounting system the same as the 2021 grant year (October 2020 – September 2021)?	X	
Has the agency received a federal award directly from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	X	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring “directly” from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)		X
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	N/A	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	City of Starkville
County Name:	Oktibbeha County
Surrounding Counties:	Webster, Clay, Lowndes, Winston, Choctaw, Noxubee
Troop District:	District 5
Number of Officers in Agency:	70
Number of Officers to Work Grant:	69

Number of Square Miles:	25.79
Number of Population:	25,352
Major Roadways in the Area:	Hwy 12, Hwy 25, Hwy 82, Hwy 182, Hwy 389

Problem Identification Summary:

Alcohol Countermeasures (154 AL) - Alcohol enforcement projects are strictly for **alcohol only** related activities, programs and projects.

Impaired Driving (405d) - Impaired Driving enforcement projects are strictly for **alcohol and drug** related activities, programs and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high fatality/injury/crash areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary.**

The City of Starkville is host to thousands of visitors for various reasons, including college sporting events, concerts, and festivals. Art and music festivals, such as Bulldog Bash, also bring a large number of visitors to the area. Estimated attendance of MSU/ Starkville's annual Bulldog Bash is over 40,000. The night and social life has given way to more drinking establishments and changes in the social drinking ordinances. Because of this, the nightlife in Starkville has grown and multiplied vastly over the years. In addition to festivals, concerts, and sporting events, Starkville, or "Starkvegas," has become known as a party town. Whether attending an event or relaxing and vacationing in town, the increased number of residents and visitors along with the extended club hours has increased the number of tickets and DUI citations consistently over the past years.

Prior to the full implementation of traffic assisted grants in the City of Starkville as well as the County saw between 5-10 fatalities on a yearly basis. Since, the assistance of the grants utilized by our department, we are seeing these numbers decrease over recent years. Most violators have commented on the fact that they normally stay outside the city limits of Starkville because there is an understanding that if you are caught in the city of Starkville driving impaired that you will be arrested and convicted.

In recent years we have seen a drastic increase with those under the influence of either illegal or prescription narcotics. With this new trend SPD sent two DUI officers to Advanced Roadside Impaired Driving Enforcement training. As well as the department's patrol division being trained in SFST.

This additional knowledge has helped in identifying those driving impaired for either alcohol or narcotics. More times than not we are finding offenders who are both alcohol and narcotic influenced. It is our task to continue to keep the highways and streets safe for every student, visitor and resident.

Problem Identification

Proposed Target, Performance Measure and Strategies to be achieved during FY23:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, and citations in service. Alcohol programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. The alcohol program is to work within the state to reduce alcohol related DUI fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol and drug related fatalities on roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, and citations in service. Impaired Driving programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. Grant funds are to reduce alcohol and drug related fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Please use 2019 fatality and injury data.

Target for Enforcement Project-Alcohol Countermeasures (154AL): Please select "reduce or maintain".

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **fatalities** from ____ in 2019 to ____ by the end of 2023.

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **injuries** from ____ in 2019 to ____ by the end of 2023.

Target for Enforcement Project-Impaired Driving (405d): Please select "reduce or maintain".

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **fatalities** from 3 in 2019 to 1 by the end of 2023.

The jurisdiction/agency will maintain the number of drug related **fatalities** from 0 in 2019 to 0 by the end of 2023.

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **injuries** from 5 in 2019 to 2 by the end of 2023.

The jurisdiction/agency will reduce the number of drug related **injuries** from 2 in 2019 to 1 by the end of 2023.

Performance Measures for Enforcement Project: Continuation Projects should use 2021 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your “grant funded” citations at “0”. If you are requesting 405 D-Impaired Driving Funding, you must include a performance measure for alcohol and a performance measure for impaired (drug). **Please select “increase or maintain”.**

Increase the number of grant funded DUI Arrest citations from 239 in FY21 to 245 in FY23.

**** If applying for (405 D) fund: Please include measure listed below****

Increase the number of grant funded DUI Other (drug) citations from 24 in FY21 to 26 in FY23.

Strategies for Project:

- Conduct at least 12 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)
- Conduct at least 1 alcohol presentations during year (If Applicable for 154 Alcohol Funding Grants Only with a Individual Officer)
- Will there be Law Enforcement Instructor training (SFST, ARIDE, DRE) hours/time conducted and/or claimed during grant period? (Individual Officers Only-This is a requirement for instructors to receive reimbursement)

 X Yes No

FY23 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: Chief Mark Ballard	Name of Project Director: Corporal Chris Jackson
Phone Number: 662-323-4131	Phone Number: 662-769-4425
Email Address: mballard@cityofstarkville.org	Email Address: c.jackson@cityofstarkville.org

Name of Financial Manager: Lesa Hardin	Name of Signatory Official: Lynn Spruill
Phone Number: 662-323-2525	Phone Number: 662-323-2525
Email Address: l.hardin@cityofstarkville.org	Email Address: l.spruill@cityofstarkville.org

FY23 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY23: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY23 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The **Special Traffic Enforcement (STEP) Officer(s)** work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

The **Individual Officer(s)** on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour. (Continuation Projects Only)

Individual Officer Criteria: The MS Office of Highway Safety may provide funding for a currently approved Individual DUI Officer. In order to maintain funding for an individual officer, an agency must be a continuation project and meet 60% of the following criteria:

- At least (1) DUI Fatal in 2020;
- At least (1) DUI Injury in 2020;
- Top 30 Alcohol or Drug Fatality County;
- FY20 Grant Funded Arrests of 52 or higher, per officer;
- Met or Exceeded Performance Measures agreed upon by agency in FY21 Grant Agreement

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total
DUI #1	100	21.10	31.65	2236	\$47,179.60
DUI #2	100	21.10	31.65	2236	\$47,179.60
DUI Enforcement Overtime	100		31.65	600	\$18,990

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
Total Fringe:			

FY23 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
Total Contractual Service Expense:		

FY23 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
Total Travel Expense:			

FY23 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY23: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Preliminary Breath Test (PBT)	6	\$455.00	\$2,730.00
Total Equipment Expense:			

FY23 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY23 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY23 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

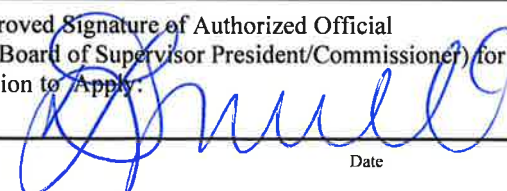
If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY23 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.

FY23 MOHS POLICE TRAFFIC SERVICES GRANT APPLICATION (402)

Mississippi Office of Highway Safety
1025 North Park Drive
Ridgeland, MS 39157
Phone: (601)977-3700; Fax: (601)977-3701
mohs@dps.ms.gov

1. Applicant Name: City of Starkville Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone: 662-323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Date: January 19, 2022	
		3. Beginning and Ending Dates: ☒ Full Grant: (October 1, 2022 - September 30, 2023) ☐ Mini Grant: (April 1, 2023 - September 30, 2023) ☐ Other (Specify Date: _____)	
		4. Subgrant Payment Method: ☒ Cost Reimbursement Method	
		5. DUNS # - 0957074444	
		6. Congressional District- MS03	
		7. Program Title: Police Traffic Services	
8. The following funds will be proposed for FY23 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$17,340.00	(1) Federal	\$23,696.00
(2) Personal Services-Fringe (State Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment	\$6,356.00		
(6) Commodities			
TOTAL	\$23,696.00	TOTAL	\$23,696.00
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Contractual Commodities		Proposed Countermeasures Travel	Personal Services Equipment
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:  Signature _____ Date _____ Print Name: Lynn Spruill Title: Mayor, City of Starkville		MOHS USE Only:	

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	YES	NO
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?	X	
Has the agency had at least 3 years' experience with federal grants?	X	
Has the department staff remained unchanged during the 2022 grant year (October 2020 – current)?	X	
Has the agency administration remained unchanged during the 2022 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2020 – current)?	X	
Is the agency accounting system the same as the 2021 grant year (October 2020 – September 2021)?	X	
Has the agency received a federal award directly from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	X	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring “directly” from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)		X
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	N/A	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	City of Starkville
County Name:	Oktibbeha County
Surrounding Counties:	Webster, Clay, Lowndes, Winston, Choctaw, Noxubee
Troop District:	District 5
Number of Officers In Agency:	70
Number of Officers to Work Grant:	69

Number of Square Miles:	25.79
Number of Population:	25,352
Major Roadways in the Area:	Hwy 12, Hwy 25, Hwy 82, Hwy 182, Hwy 389

Problem Identification Summary:

Police Traffic Services (402 PT) - Police Traffic Services enforcement projects are for seatbelt, child restraint, and speed related activities, programs, and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high unbelted and speed areas, high fatality/injury/crash areas, college/universities, factories, community events, etc. **Please limit to 350 words for the Problem Identification Summary.**

During the school year, Starkville hosts thousands of visitors for various reasons including college sporting events, concerts, business events and festivals. Estimated attendance at the annual Bulldog Bash is about 45,000 pre-covid. During the past years, additional bar and club establishments have been opened, and cold beer sales were approved. With the wide variety of the types of clubs, the nightlife in Starkville has grown exponentially. In addition to festivals, concerts, and sporting events, Starkville has a ever-revolving population of students, ranging in ages 17-24. The increased number of residents and visitors along with extended club hours have increased the number of seat belt, child restraints and speeding citations consistently over the past years were students and parents are arriving for the first time in Starkville.

Prior to the full implementation of traffic assisted grants in the city, Starkville as well as the county saw between 5-10 fatalities on a yearly basis. Many of the serious injuries and fatalities throughout the nation are related directly to speeding and failure to wear safety belts, and the City of Starkville is no different in this aspect. When talking with those in the community it is obvious that the work done in relation to Speeding and Seat Belt usage is being taken seriously. These people comment a citation is most likely the outcome if seen by an officer on patrol in our city when in violation.

Starkville maintains a dedicated motorcycle unit for traffic enforcement. Two Motorcycles were purchased and after training two officers for this unit, they began to focus more on the problems related to traffic. Shortly following, this department began seeing a steady decline in collisions mainly in part by the efforts of these officers to stop violations of speeding and non seat belt usage, which also lead to the arrests of impaired drivers.

Proposed Target, Performance Measure and Strategies to be achieved during FY23:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Police Traffic Services (402 PT) - The traffic enforcement necessary to directly impact fatalities and injuries which includes all aspects of traffic enforcement in the combined areas of Occupant Protection, Child Restraint and Speed. Police Traffic Service programs will work the national priority program blitz campaign Click It or Ticket.

Please use 2019 fatality and injury crash data.

Target for Enforcement Project-Police Traffic Services (402PT): Please select “reduce or maintain”.

The jurisdiction/agency will reduce the number of unbelted fatalities from 2 in 2019 to 0 by the end of 2023.

The jurisdiction/agency will (reduce or maintain) the number of unbelted injuries from 14 in 2019 to 8 by the end of 2023.

The jurisdiction/agency will maintain the number of speed fatalities from 0 in 2019 to 0 by the end of 2023.

The jurisdiction/agency will reduce the number of speed injuries from 12 in 2019 to 7 by the end of 2023.

Performance Measures for Enforcement Project: Continuation Projects should use 2021 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your “grant funded” citations at “0”. **Please select “increase or maintain”.**

Increase the number of grant funded Seatbelt citations from 36 in FY21 to 500 in FY23.

Increase the number of grant funded Child Restraint citations from 0 in FY21 to 15 in FY23.

Increase the number of grant funded Speed citations from 34 in FY21 to 130 in FY23.

Strategies for Project:

- Conduct at least 12 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)

FY23 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: Chief Mark Ballard	Name of Project Director: Cpl. Christopher Jackson
Phone Number: 662-323-4131	Phone Number: 662-769-4425
Email Address: mballard@cityofstarkville.org	Email Address: c.jackson@cityofstarkville.org

Name of Financial Manager: Lesa Hardin	Name of Signatory Official: Lynn Spruill
Phone Number: 662-323-2525	Phone Number: 662-323-2525
Email Address: l.hardin@cityofstarkville.org	Email Address: l.spruill@cityofstarkville.org

FY23 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY23: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY23 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The **Special Traffic Enforcement (STEP) Officer(s)** work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total:
Overtime for PTS Enforcement	100	\$17.00(entry)	\$25.50	680	\$17,340

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
Total Fringe:			

FY23 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
Total Contractual Service Expense:		

FY23 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
Total Travel Expense:			

FY23 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY23: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Stalker Radar	4	\$1,589.00	\$6,356.00
Total Equipment Expense:			\$6,356.00

FY23 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY23 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY23 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY23 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.



applied concepts, inc.

QUOTE
2058829

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 01/25/22

Inside Sales Partner: Brooke Journe
+1-469-656-8011
brookej@stalkerradar.com

Reg Sales Mgr: Debbie Aull
+1-214-551-5538
aull@stalkerradar.com

Effective From : 01/25/2022

Valid Through: 04/25/2022

Lead Time: 30 working days

Bill To: Starkville Police Dept 101 E Lampkin St Starkville, MS 39759-2944	Customer ID: 108032 Accounts Payable	Ship To: Starkville Police Dept 101 E Lampkin St Starkville, MS 39759-2944	<i>FedEx Ground</i> Officer Chris Jackson
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	805-0022-00	Dual - 2 Antenna Radar System	36	\$1,589.00	\$6,356.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	4	200-0998-40	Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered		\$0.00
2	4	200-0996-30	Dual Modular Display, Bright LEDs		\$0.00
3	8	200-1237-35	Dual Ka Antenna		\$0.00
4	4	200-0920-00	Dual SL Remote Control w/Screw Latch		\$0.00
5	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	4	200-0243-00	Counting/Display Tall Mount		\$0.00
8	4	200-0244-00	Antenna Dash Mount		\$0.00
9	4	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	4	200-0648-00	Display Sun Shield		\$0.00
11	4	155-2591-04	4 Foot Antenna Cable, IP67		\$0.00
12	4	155-2591-16	16 Foot Antenna Cable, IP67		\$0.00
13	4	155-2058-00	Power Cable W/Cigarette Plug		\$0.00
14	4	200-0820-00	Dual Manual Kit		\$0.00
15	4	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
16	4	060-1000-36	36 Month Warranty		\$0.00

Group Total \$6,356.00

Product	\$6,356.00	Sub-Total:	\$6,356.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$6,356.00

Vehicle Information:
2021 Dodge Charger

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill noted the turf field at the Sportsplex is complete and encouraged all to visit the park.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Police for checking on him when he missed the January 18 Board Meeting. He expressed concern with speeding in Pecan Acres.

Christopher Elsey, Therapist at MSU, asked for City support if the CARES grant ends. He stated he felt it would be detrimental to the mental health of local children if this service is no longer provided.

PUBLIC APPEARANCE:

BOYS AND GIRLS CLUB UPDATE BY CHRISTOPHER THOMPSON, STARKVILLE UNIT DIRECTOR.

The Starkville Boys and Girls Club is located at 911 Lynn Lane. Mr. Thompson presented the 3 Priority Outcomes of the organization: Academic Success, Good Character and Citizenship and Healthy Lifestyles.

He also noted ten areas in which they need assistance:

1. Schedule a Club Tour.
2. Sign up to become a mentor with our Mentoring Program through OJP.
3. Adopt a Club to support throughout the year.
4. Adopt a Classroom to remodel.
5. Provide marketing spaces in the paper, online, on billboards, etc.
6. Sponsor a Club van or bus.
7. Sponsor a new Club house.
8. Donate new lobby furniture.
9. Sponsor a quarterly A & B Party for Scholars.
10. Host a Club cleanup day or week to sanitize the entire building and equipment.

He invited the Mayor and Board to the March 31, 2022 Lunch and Learn at the Starkville Unit.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 22-01: A REQUEST FOR VARIANCE ON REAR SETBACK AT 114 MOHAWK STREET IN A SD-6 ZONING DISTRICT.

Daniel Havelin presented the request by Richard and Evelyn Hill for a Variance on a rear setback at 114 Mohawk Street in a SD-6 zoning with the parcel #118B-00-037.00. The applicant is requesting a variance from rear setbacks to add a sunroom addition to the existing home. The sunroom is being proposed on the south side of the existing home and will extend out 20' from the rear of the house. The existing home is approximately 30' from the rear property line. The request is to reduce the rear setback from 20' to 10' to accommodate the addition.

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

22. CONSIDERATION OF APPROVAL OF VA 22-0.

Alderman Beatty, duly seconded by Alderman Perkins, offered a motion approving VA 22-0: a request for variance on rear setback at 114 Mohawk Street in a SD-6 zoning district. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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: Absent

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

FOURTH PUBLIC HEARING FOR AMENDING SECTION 3, 17, AND 18 OF THE UNIFIED DEVELOPMENT CODE WITH THE ADDITION OF THE RENTAL HOUSING CODE.

Daniel Havelin, City Planner, and Odie Avery, Assistant City Planner, presented the following proposed amendments to the UDC:

UDC Section Number	Description of Revision
3.8	Added Criteria for Administrative Appeal of Rental Housing Code
17.6	Added Rental Housing Code
18	Adding, Updating, and Deleting Definitions relating to Rental Housing Code

Mayor Spruill opened the Public Hearing.

Alvin Turner, noted his complex is currently being inspected by HUD and he is in favor of all rentals being inspected for safety.

There being no additional comments, the Mayor closed the Public Hearing. The Board considered drafts of all the revised sections, but took no action.

23. INTERVIEWS OF TWO APPLICANTS AND DISCUSSION TO FILL A VACANCY FOR THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD FOR A THREE-YEAR APPOINTMENT THAT WILL BEGIN FEBRUARY 2, 2022 AND END FEBRUARY 2, 2025.

Ms. Georgia Lindley presented her qualifications and interest in appointment to the Heritage Museum Board. The other applicant was not present at the meeting. Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to appoint Georgia Lindley to fill the vacancy for the Oktibbeha County Heritage Museum Board for a three-year appointment that will begin February 2, 2022 and end February 2, 2025. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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: Absent

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

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 25, 2022 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: Absent
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: Absent

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

General Fund	001	\$ 370,137.44
Airport Fund	015	23,554.47
Sanitation	022	68,537.17
Computer Assessments	107	175.00
BUILD Grant	377	7,309.30
Park Bond - 2020	380	538,654.84
Trust & Agency	610	28,243.13
Economic Dev, Tourism	630	112,080.17
Sub Total Before Utilities		\$ 1,148,691.52
Utilities Dept.	SED	241,074.18
Total Claims	Total	\$ 1,389,765.70

25. MOTION TO RECESS UNTIL FEBRUARY 15, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, for the Board of Aldermen to recess the meeting until February 15, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
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: Absent

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

SIGNED AND SEALED THIS THE _____ DAY OF _____, 2022.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)