



**OFFICIAL AGENDA
HISTORIC PRESERVATION COMMISSION
CITY OF STARKVILLE, MISSISSIPPI
MEETING OF TUESDAY, MAY 20, 2019
2ND FLOOR CITY HALL – CONFERENCE ROOM
110 WEST MAIN STREET AT 5:30 PM**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
- III. ROLL CALL
- IV. CONSIDERATION OF THE OFFICIAL AGENDA
- V. CONSIDERATION OF MINUTES
 - A. CONSIDERATION OF THE MINUTES OF FEBRUARY 26, 2019
- VI. CITIZEN COMMENTS
- VII. NEW BUSINESS
 - A. DISCUSSION ON FUNDING FOR THE NEW OKTIBBEHA GARDENS HISTORIC DISTRICT SIGN
 - B. DISCUSSION ON THE 2019 CLG REALLOCATION GRANT
 - C. DISCUSSION ON THE FORTHCOMING FINAL DRAFT OF THE DOWNTOWN DESIGN GUIDELINES
 - D. DISCUSSION REGARDING 306 N. JACKSON ST. PROPERTY AND THE MDAH BOARD OF TRUSTEES
 - E. DISCUSSION REGARDING HPC MEMBERSHIP AND TERM EXPIRATION
- VIII. PLANNERS REPORT
- IX. ADJOURN

**UNAPPROVED MINUTES OF THE HISTORIC PRESERVATION
COMMISSION MEETING OF TUESDAY, FEBRUARY 26, 2019
THE CITY OF STARKVILLE, MISSISSIPPI**

The Historic Preservation Commission of the City of Starkville, Mississippi held their regularly scheduled meeting on February 26, 2019, in the Large Conference Room on the 2nd floor of City Hall, located at 110 West Main Street. Present were Commissioners Hamp Beatty, Debbie Nettles, Dr. Michael Fazio and Robert McMillen. Absent from the meeting were Commissioners Ryan Ashford, Cyndi Sullivan, and Jason Barrett. Attending the Commissioners was Assistant City Planner Emily Corban.

After Commissioner Fazio called the meeting to order, the Commissioners recited the Pledge of Allegiance, followed by a moment of silence.

1. AN ORDER APPROVING THE WRITTEN AGENDA

There came for consideration the matter of the approval of the official agenda of February 26, 2019 as presented. After a discussion, item B under new business, the discussion of the location of the Oktibbeha Gardens sign, was moved to the first item under new business and a fourth item, the discussion of the draft to the downtown design guidelines was added as item D under new business.

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HISTORIC PRESERVATION COMMISSION
CITY OF STARKVILLE, MISSISSIPPI
MEETING OF TUESDAY, FEBRUARY 26, 2019
2ND FLOOR CITY HALL – CONFERENCE ROOM
110 WEST MAIN STREET AT 5:30 PM**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
- III. ROLL CALL
- IV. CONSIDERATION OF THE OFFICIAL AGENDA
- V. CONSIDERATION OF THE MINUTES OF OCTOBER 23, 2018
- VI. CITIZEN COMMENTS
- VII. NEW BUSINESS
 - A. DISCUSSION OF THE LOCATION FOR THE NEW OKTIBBEHA GARDENS HISTORIC DISTRICT SIGN
 - B. DISCUSSION AND CONSIDERATION OF ADOPTION OF THE 2019 HISTORIC PRESERVATION COMMISSION PUBLIC MEETING SCHEDULE.
 - C. DISCUSSION ON THE 2019 STARKVILLE CLG GRANT APPLICATION
 - D. DISCUSSION OF DRAFT OF DOWNTOWN DESIGN GUIDELINES
- VIII. PLANNERS REPORT
- IX. ADJOURN

After discussion amongst the Commissioners the official agenda was unanimously approved.

A. DISCUSSION OF THE LOCATION FOR THE NEW OKTIBBEHA GARDENS HISTORIC DISTRICT SIGN

Commissioner Beatty spoke about his recent conversations and correspondence with Jim Woodward of MDAH about the text for the Oktibbeha Gardens Historic District sign. The original text submitted to MDAH was returned with several suggested revisions. The Commission discussed having Dr. Fazio submit the text with any necessary changes required by MDAH for approval. Commissioner Beatty motioned that the sign should be placed at the north east corner of the intersection of Oktibbeha Gardens Drive and North Montgomery Street. The motioned was seconded by Commissioner McMillen and unanimously approved 4-0.

B. DISCUSSION AND CONSIDERATION OF ADOPTION OF THE 2019 HISTORIC PRESERVATION COMMISSION PUBLIC MEETING SCHEDULE.

Commissioner McMillen motioned that the Commission adopt the 2019 meeting schedule, the motion was seconded by Commissioner Nettles, and unanimously approved 4-0.

C. DISCUSSION ON THE 2019 STARKVILLE CLG GRANT APPLICATION

Next there came up for discussion the consideration of the 2019-2020 CLG Grant application that will be submitted to MDAH. Dr. Fazio gave a brief synopsis on how this project was chosen out of the three options originally submitted. Commissioner Beatty motioned that the CLG Grant Application be submitted which was seconded by Commissioner McMillen, and unanimously approved 4-0.

D. DISCUSSION OF THE DRAFT OF THE STARKVILLE DOWNTOWN DESIGN GUIDELINES

Chairman Fazio presented a draft of the Starkville Downtown Design Guidelines for the Commission to review. A copy of the draft will be submitted to MDAH for the next CLG progress report.

ADJOURNMENT

Upon conclusion of the discussion of the official business of the Historic Preservation Commission, the Commission adjourned in the Large Conference Room on the 2nd floor of City Hall, located at 110 West Main Street, Starkville, MS 39759.

Dr. Michael Fazio, Chairman

Emily Corban, Assistant City Planner

DRAFT



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 7, 2019
PAGE: Page 1 of 13

SUBJECT: Discussion and consideration of entering into a memorandum of agreement with the Mississippi Department of Archives and History (MDAH) to accept a Certified Local Government Grant (CLG) to develop a web-based system to map archaeological sites, National Register properties, and above-ground resources for the State of Mississippi.

AMOUNT & SOURCE OF FUNDING

Total Project Cost: \$15,600
CLG Grant \$ 15,600 (MDAH reimburse)

FISCAL NOTE:
001-190-607-605

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Community Development

DIRECTOR'S
AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136
Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of the memorandum of agreement with the Mississippi Department of Archives and History (MDAH) to accept a Certified Local Government Grant (CLG) to develop a web-based system to map archaeological sites, National Register properties, and above-ground resources for the State of Mississippi.

UPDATE - FFY 2018 Certified Local Government Grant Reallocation
Recommendations
Mississippi Department of Archives & History
Historic Preservation Division
April 2019

Since 2010, MDAH has partnered with a specific CLG (which until this year was the City of Raymond) to create an MOA that would allow for remaining CLG Grant funding to be allocated for updates to MDAH's Historic Resources Inventory (HRI) Database. This type of partnership is allowable by the National Park Service: "A CLG may use Pass-Through funds for activities involving historical or archaeological resources outside its jurisdiction if activities which will occur outside the jurisdictions of the CLG clearly demonstrate a direct benefit to identifying, evaluating, and protecting the historic and archeological resources of the CLG."

The Geospatial Group has prepared a proposal for the City of Starkville with the following project scope for the HRI Database:

The Mississippi Department of Archives and History was tasked to develop a web-based system to map archaeological sites, National Register properties and above-ground historic resources that are situated within the State of Mississippi. This Historic Site Management Tool has proven its value to the general public and to Certified Local Governments such as Starkville as it allows users to view information about which properties are designated at the local, state, and national levels

In addition to being used by The City of Starkville and the SHPO staff, HSMT is used by the public. HSMT was designed and written as a web-based application. An addition and an upgrade have been recently identified for the HSMT. First, users of the system require the ability to view architectural reports for each property. These reports currently exist in paper form but are not available digitally through HSMT. Second, the update relates to the map viewer. The current map viewer will be brought up to current web standards including a responsive design to allow for display on a mobile device and will add a print function.

The full scope of work for this project has been broken down in a detailed cost summary that totals \$15,600.00. Please see the timeline below showing the allocation of monies over the years to this ongoing project.

FFY 2010	CLG Partner Project Cost Project Description	City of Raymond \$9,350.00 Digitization of Local Historic Districts; Database Update; Integration into the Map Viewer
FFY 2017	CLG Partner	City of Raymond

UPDATE - FFY 2018 Certified Local Government Grant Reallocation
Recommendations
Mississippi Department of Archives & History
Historic Preservation Division
April 2019

Project Cost	\$9,625.00
Project Description	Development of a Mobile Friendly Format Based on Screen Size; Plug-in Tool to Aid in Searchable Photo Tags

<i>FFY 2018</i>	<i>CLG Partner</i>	<i>City of Starkville</i>
	<i>Project Cost</i>	<i>\$15,600.00</i>
	<i>Project Description</i>	<i>Digitization of Architectural Reports; Upgrade Current Map Viewer</i>

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Starkville**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a historic marketing/publications project to be completed in Starkville, Oktibbeha County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Starkville and **August 1, 2019**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 15,600.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to *reimburse* the Grantee **\$ 15,600.00, 100%** of final project costs based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2019**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2019**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.
- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of

the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount and does not meet a listed "Exceptions from bidding requirements" (as specified in MS Code § 31-7-13 [2013]), the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted by the consultant.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit the Project Completion Report on **August 1, 2019** and the Reimbursement Request (with supporting materials) by **August 31, 2019**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2019**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division.

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2019**.

A final expense summary, due **August 31, 2019**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
State Historic Preservation Officer

Date

BY

Honorable Lynn Spruill
Mayor of Starkville

Date

Return to:

Meredith Massey
Certified Local Government Grant Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

The project scope includes the following upgrades to the Historic Site Management Tool (HSMT), an online GIS database that offers public internet access to information about Mississippi's historic resources:

Task 1 – Architectural Reports

To include Architectural reports for each property, the following tasks will be accomplished:

- 1) Create an upload tool to allow the SHPO staff to upload, store, and link PDF reports to a property, and
- 2) Create links on the Property fact sheet to allow any user to retrieve the report.

The task will be performed by a designated Project Manager and a .Net Developer. Other staff members are already cross-trained to step-in if needed. The Project Manager will review all requested plans and work.

Task 2 – Map Viewer

The current map viewer was written using ESRI's JavaScript API version 3.7. The viewer will be converted to run using the new 3.27 API. The user may see performance gains with this update and will make the application more future-proof with changing web standards. In addition to this alteration, the user interface will be updated to conform to mobile standards where possible to allow for display on most mobile devices. Printing will finally be added. This will require the setup of secure printing services at the State Data Center.

To update the map viewer, the following tasks will be accomplished:

1. Upgrade the ESRI API to 3.27,
2. Adjust the UI to mobile provide mobile accessibility, and
3. Provide a print function at each access level of the application

The task will be performed by a designated Project Manager and a GIS Developer. Other staff members are already cross-trained to step-in if needed. The Project Manager will review all requested plans and work.

ATTACHMENT B: Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State

management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted



Emily Corban <e.corban@cityofstarkville.org>

deed restriction on 306 N. Jackson st. house

6 messages

Emily Corban <e.corban@cityofstarkville.org>
To: Michelle Jones <MJones@caad.msstate.edu>

Thu, May 16, 2019 at 2:07 PM

Michelle,

The city has been approached by a developer interested in purchasing the McGruder home at 306 N. Jackson St. He wants to subdivide the property and develop lots on the rear that would face Lafayette St. while keeping the original McGruder home intact on its own lot.

The deed associated with 306 S. Jackson St. states:

"2. The Grantee Is to have and to hold the real property above described, with all rights thereto provided, however, that If the Grantee undertakes or causes any construction, alteration, or remodeling which would materially alter or change the historic character or appearance of the buildings and improvements situated on the property, or (2) any construction, including the building of new residential or commercial structures, which would materially alter or change the appearance of the grounds and existing open space included In the property, without written consent of the Board of Trustees of the Mississippi Department of Archives and History, then in that event, the property so conveyed shall revert to the City of Starkville as provided In that certain Warranty Deed dated December 29, 1983, and filed of record in Deed Book 635 at pages 722-735 of the land records of Oktibbeha County, Mississippi."

I have never encountered this on a deed before. Are there any other steps the city would need to take or does the potential property owner just need to contact the MDAH board of trustees directly? He is supposed to be contacting Dr. Keenum as well.

I've attached a pdf of the deed as well as a pdf of email correspondence we've had with the individual.

Best,

Emily

--

Emily Corban, AICP

110 West Main Street | Starkville | MS 39759-2823

Ph: [662.323.2525](tel:662.323.2525) ext: 3138www.cityofstarkville.org

2 attachments**306 S Jackson Deed.pdf**
229K**City Of Starkville Mail - Re_ 306 S. Jackson_ McGruder House.pdf**
162K

Jones, Michelle <MJones@caad.msstate.edu>
To: Emily Corban <e.corban@cityofstarkville.org>

Fri, May 17, 2019 at 9:28 AM

Cc: Jim Woodrick <jwood@mdah.ms.gov>, Katherine Anderson <kanderson@mdah.ms.gov>, Barry White <bwhite@mdah.ms.gov>, Marlin King <mking@mdah.ms.gov>

Emily, the house was made a Mississippi Landmark when it was owned by the City, and that designation is perpetual. Attached is a 'report' I made in November of last year before a meeting with a potential buyer. I was not involved in that meeting, so I am copying staff members in Jackson who might have been. As I do remember there were issues of zoning and subdivision of lot that needed to be reconciled before de-designation of the rear portion of the lot.

Katherine Anderson administers the Mississippi Landmark program and may be reached at 601.576.6940.

I hope that this helps.

gmwj

[Quoted text hidden]

3 attachments



306 S Jackson Deed.pdf
229K



City Of Starkville Mail - Re_ 306 S. Jackson_ McGruder House.pdf
162K



306 South Jackson.pdf
162K

Emily Corban <e.corban@cityofstarkville.org>

Fri, May 17, 2019 at 9:29 AM

To: Sungman Kim <s.kim@cityofstarkville.org>, Daniel Havelin <d.havelin@cityofstarkville.org>

[Quoted text hidden]

3 attachments



306 S Jackson Deed.pdf
229K



City Of Starkville Mail - Re_ 306 S. Jackson_ McGruder House.pdf
162K



306 South Jackson.pdf
162K

Sungman Kim <s.kim@cityofstarkville.org>

Fri, May 17, 2019 at 11:20 AM

To: MJones@caad.msstate.edu, jwood@mdah.ms.gov, kanderson@mdah.ms.gov, bwhite@mdah.ms.gov, mking@mdah.ms.gov

Cc: Emily Corban <e.corban@cityofstarkville.org>, Daniel Havelin <d.havelin@cityofstarkville.org>

Dear all,

My name is Simon Kim and I am a new Community Development Director for the Cit of Starkville.

Yesterday, I had a conversation with Mr. Wes Bowen, who was willing to properly renovate the residential building on [306 N. Jackson Street, Starkville, MS 39759](#).

On the deed, it says "The Grantee is to have and to hold the real property above described, with all rights thereto provided, however, that if the Grantee undertakes or causes (1) any construction, alteration, or remodeling which would materially alter or change the historic character or appearance of the buildings and improvements situated on the property, or (2) any construction, including the building of new residential or commercial structures, which would materially alter or change the appearance of the grounds and existing open space included in the property, without written consent

of the Board of Trustees of the Mississippi Department of Archives and History, then in that event, the property so conveyed shall revert to the City of Starkville as provided in that certain Warranty Deed dated December 29, 1983, and filed of record in Deed Book 635 at pages 722-735 of the land records of Oktibbeha County, Mississippi."

Now, Mr. Bowen wants to subdivide the land and build residential buildings on Lafayette Street side, which is vacant. To do so, it requires written consent of the Board of Trustees of the MDAH. Without the written consent, subdivision and/or rezoning of the property would be meaningless. Such attempt will be going against the deed without the written consent, in fact.

My recommendation to the MDAH is to include some conditions to the Board of Trustees' written consent. For example, "The Board agrees building of new residential structures on vacant portions of the property as long as the design appreciate the historic character or appearance of the existing buildings, designated as a Mississippi Landmark and currently situated on [306 N. Jackson Street](#). Also, the Board approves renovation of the existing buildings, which is designated as a Mississippi Landmark and currently situated on [306 N. Jackson Street](#), as long as the renovation would not materially alter or change the historic character or appearance of the buildings and improvements."

With the written consent, the City can get to the subdivision process.

Let me know if you have any questions or concerns.
Thank you.

Sincerely,
Simon

[Quoted text hidden]

--

Sungman "Simon" Kim

PhD, MBA, MLA, AICP, PLA, GISP, SPHR, SHRM-SCP

Community Development Director

[City of Starkville, 110 W. Main Street, Starkville, MS 39759](#)

Office: 662-323-2525 ext.3119

Cell: 662-722-0139

3 attachments



306 S Jackson Deed.pdf
229K



City Of Starkville Mail - Re_ 306 S. Jackson_ McGruder House.pdf
162K



306 South Jackson.pdf
162K

Katherine Anderson <kanderson@mdah.ms.gov>

Mon, May 20, 2019 at 7:19 AM

To: Michelle Jones <mjones@caad.msstate.edu>, Emily Corban <e.corban@cityofstarkville.org>

Cc: Jim Woodrick <jwood@mdah.ms.gov>, Barry White <bwhite@mdah.ms.gov>, Marlin King <mking@mdah.ms.gov>

Good morning Emily,

The owner has requested removal of designation for the lot facing Lafayette Street. The request will go to the MDAH Board of Trustees for consideration at their next meeting. Please let me know if you have any questions.

Thanks,
Katherine

Katherine Anderson

Mississippi Landmarks Administrator

Mississippi Department of Archives & History

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

2006 9392
Recorded in the Above
Deed Book & Page
12-18-2006 04:41:38 PM
Monica W. Banks
Oktibbeha County, MS

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, We, CLARENCE O. E. BURG and wife REBECCA T. BURG, Grantors, do hereby convey, release, and warrant unto GENEVIEVE LOIS MAXON-STARK, Grantee, the following described property situated in the County of Oktibbeha, State of Mississippi, and being more particularly described as follows, to-wit:

PARCEL NO. 1

Commence at the intersection of the South right of way of the Illinois Central Gulf Railroad Company and the West boundary of South Jackson Street, said point also being the Northeast corner of Lot 55 of the City of Starkville, Mississippi, as shown on the 1974 Official Property Map, and thence run Southerly along the West boundary of South Jackson Street 275 feet to the Southeast Corner of Lot No. 2, said point also being the Point of Beginning.

From this Point of Beginning, run Westerly along the Common Boundary of Lots No. 2 and 4, Block 55, for 248.6 feet; thence run South 1 degree 34 minutes West for 152.4 feet; thence run 86 degrees 30 minutes East for 112.8 feet to the Northwest Corner of Lot 5, Block 55; thence Easterly along the Common Boundary of Lots 4 and 5 for 140 feet to the West boundary of South Jackson Street; thence Northerly along the West Boundary of South Jackson Street for 155.0 feet to the Point of Beginning.

The above parcel is part of Lot 4, Block 55, of the City of Starkville, lies within the Northwest Quarter of Section 3, Township 18 North, Range 14 East, Oktibbeha County, Mississippi and contains 0.87 acres.

PARCEL NO. 2:

Commence at the intersection of the South right of way of the Illinois Central Gulf Railroad Company and the West Boundary of South Jackson Street, said Point also being the Northeast corner of Block 55 of the City of Starkville, Mississippi, as shown on the 1974 Official Property Map, and thence run Southerly along the West Boundary of South Jackson Street

for 275 feet to the Southeast corner of Lot 2, thence Westerly along the Common Boundary of Lots No. 2 and 4, Block 55, for 248.6 feet to the Point of Beginning.

From this Point of Beginning, continue Westerly along the common boundary of Lots No. 2 and 4, Block 55, for 121.4 feet to the East boundary of Lafayette Street; thence South along the East boundary of Lafayette Street for 245.4 feet to the Northwest corner of Lot No. 6; thence Easterly along the common boundary of Lots No. 4, 6, and 7 for 114.0 feet; thence North 1 degree 40 minutes East for 100 feet; thence South 86 degrees 30 minutes East for 5 feet; thence North 1 degree 34 minutes East for 152.4 feet to the Point of Beginning.

The above parcel is part of Lot 4, Block 55, of the City of Starkville, lies within Section 3, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, and contains 0.65 acres.

The above described property is conveyed subject to all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways, whether the same appear of record or not, if any.

The above described property is conveyed to the Grantee in fee simple absolute forever, together with all improvements thereon, subject to the following exceptions and/or liens:

- 1. Any and all requirements, rules and regulation, restrictions and covenants applicable to Mississippi Landmark designated properties under the "Antiquities Law of Mississippi" Section 39-7-1 et seq., 1972 as hereafter amended.**
- 2. The Grantee is to have and to hold the real property above described, with all rights thereto provided, however, that if the Grantee undertakes or causes (1) any construction, alteration, or remodeling which would materially alter or change the historic character or appearance of the buildings and improvements**

situated on the property, or (2) any construction, including the building of new residential or commercial structures, which would materially alter or change the appearance of the grounds and existing open space included in the property, without written consent of the Board of Trustees of the Mississippi Department of Archives and History, then in that event, the property so conveyed shall revert to the City of Starkville as provided in that certain Warranty Deed dated December 29, 1983, and filed of record in Deed Book 635 at pages 722-735 of the land records of Oktibbeha County, Mississippi.

3. Any and all easements and rights of way affecting said property, whether of record or not, including easements for utilities, roads, drainage or any other purpose.
4. Zoning ordinances of the City of Starkville, Mississippi and/or governmental regulations affecting the use, occupancy or condition of said property.
5. Any and all prior reservations of minerals or rights to minerals under the subject property reserved by former owners.
6. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

WITNESS OUR SIGNATURES this the 18 day of December,
2006.

2006 9395
Recorded in the Above
Deed Book & Page
12-18-2006 04:41:38 PM
Monica W. Banks
Oktibbeha County, MS

Clarence O. E. Burg
CLARENCE O. E. BURG

Rebecca T. Burg
REBECCA T. BURG

Grantor's Address
306 S. Jackson Street
Starkville, MS 39759
(501) 450-5652

Grantee's Address
305 Greensboro Street
Starkville, MS 39759
(662) 324-1996

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

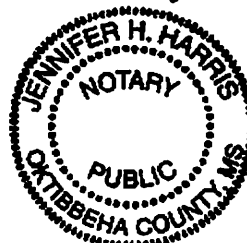
Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named **CLARENCE O. E. BURG** and **REBECCA T. BURG**, who being by me first duly sworn, state on oath and acknowledge that they signed and delivered the foregoing Warranty Deed as their free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 18 day of December, 2006.

Jennifer Harris
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Moore Law Office
108 S. Lafayette
Post Office Box 924
Starkville, MS 39760
(662) 323-7740
MS Bar #3450



Notary Public State of Mississippi
At Large
My Commission Expires
March 20, 2009
BONDED THRU
HERDEN, BROOKS & GARLAND, INC.



Indexing Instructions:
Part of Lot 4, Block 55, City of Starkville, Oktibbeha County, Mississippi

Oktibbeha County, MS
This instrument was 1
12-18-2006 04:41:38 PM
and recorded in Deed Book
2006 at pages 9392 - 9395
Monica W. Banks

CITY OF STARKVILLE, MISSISSIPPI

HISTORIC PRESERVATION COMMISSION MEMBERSHIP ROSTER

Name	Address	Phone	Ward	Term Expires
Dr. Michael Fazio (Chairman) mfazio@caad.msstate.edu	521 Greensboro Street Starkville, MS 39759	C—662.312.3039	1	July 11, 2021
Ryan Ashford ashfordR1@gmail.com	1656 Bluefield Rd Starkville, MS 39759	C—662.425.3481 H—662-425-3485	2	July 18, 2020
Debbie Nettles erastarkville@bellsouth.net	111 West Main Street Starkville, MS 39759	C—662.312.6337	4	July 1, 2019
Hamp Beatty hbeatty@msstate.edu	PO Box 9643 Mississippi State, MS 39762	W—662-325-7367 C—601.938.2538	5	July 11, 2021
Cyndi Sullivan sullivan38104@yahoo.com	208 S. Washington Street Starkville, MS 39759	W—662-328-8461 C—662.312.8503	7	July 11, 2021
Jason Barrett jasonrbarrett@hotmail.com	427 Greensboro Street Starkville, MS 39759	W—662-325-1788 C—662.418.6956	1	December 12, 2020
Robert McMillen Robert.mcmillen@gmail.com Robert.mcmillen@ssrc.msstate.edu	509 S. Jackson Street Starkville, MS 39759	W—662.325.2742 C—662.648.9012	7	February 2, 2020
Emily Corban, Asst. City Planner e.corban@cityofstarkville.org	110 West Main Street Starkville, MS 39759	W 662-323-2525 Ext.3138		

The Historic Preservation Commission meets the fourth Tuesday of the month
at 5:30 PM in the Courtroom at City Hall, 110 W. Main Street