

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN**

**The City of Starkville, Mississippi
June 7, 2011**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on June 7, 2011 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Roy A'. Perkins and Henry Vaughn, Sr. Absent was Alderman Jeremiah Dumas. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

Mayor Parker Wiseman opened the meeting by asking those in attendance to recite the Pledge of Allegiance, which was immediately followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA

Alderman Eric Parker requested the following changes to the May 17, 2011 Official Agenda

Add to Consent Item IX-B regarding approval of an interim flag for use at the 2011 MML Parade of Flags Ceremony at a cost not to exceed \$200.00.

Add to Consent Item XI-B-1 regarding approval of Planning and Zoning item #RZ 11-01: a rezoning from R-1 (Single Family) to R-6 (Mobile Homes/MHP/MHS) at 1582 Rockhill Road with conditions as recommended by staff.

Add to Consent Item X1-B-2 regarding approval of Planning and Zoning item #CU 11-04: a conditional use to allow multi-family residential condominium use in a C-2 (General Business) zoning district at 701 Spring Street with conditions as recommended by staff.

Alderman Roy A'. Perkins requested the following changes to the June 7, 2011 Official Agenda

Add to Consent Item IV-A regarding approval of the May 3, 2011 Regular Meeting Minutes of the Mayor and Board of Aldermen.

Add to Consent Item IV-B regarding approval of the May 17, 2011 Recess Meeting Minutes of the Mayor and Board of Aldermen.

Add to Consent Item IX-B regarding approval of an interim "City" flag for use at the 2011 MML Parade of Flags at a cost not to exceed \$200.00.

Add to Consent Item X-C regarding approval of a special event permit for a Starkville Community Day (Northeast Youth Football Association) in J. L King

Park on June 18, 2011 with the City providing in-kind services in the amount of \$1,088.00.

Add to Consent Item X-E regarding approval of Mississippi Department of Human Services Grant #467Q612A in the amount of \$197,911.00 the Mayor to execute the grant effective June 15, 2011

Add to Consent Item X-F regarding approval of a Contract with The Afro-American Cultural Society of the Golden Triangle D/B/A "Brickfire Project" for the Contract Administration of the MDHS Grant Number 467Q612A in the amount of \$197,911.00.

Add to Consent Item XI-I-1 regarding approval to hire Andrew Demerritt, Nathan Herndon, Alex Lummus, Kenneth Wilson, Jonathan Goodman, and Taurus Young to fill vacant firefighter positions with an effective start date of June 17, 2011 as recommended by City Staff.

Add to Consent Item XI-I-2 regarding approval to hire Chanteau Wilson to fill the vacant position of Administrative Assistant to the Mayor and Board of Aldermen with an effective start date of June 30, 2011 as recommended by City Staff.

Add to Consent Item XI-I-3 regarding approval to hire Mark Clay to fill the vacant position of Lab Technician in the Wastewater Division of Public Services effective start date of June 30, 2011 as recommended by City Staff.

Add to Consent Item XI-I-4 regarding approval of the job description for the position of "City Planner" and authorization to advertise for the position.

Add to Consent Item XI-L-3 regarding approval of organizational changes, promotions, job descriptions, and necessary advertisements for new positions.

1.

**A MOTION TO APPROVE
THE OFFICIAL AGENDA AS REVISED**

There came for consideration the matter of approving and adopting the June 7, 2011 Official Agenda of the Regular Meeting of the Mayor and Board of Alderman, as revised. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, to approve the June 7, 2011 Official Agenda as modified with items listed as consent, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>

Alderman Jeremiah Dumas	voted: <u>Absent</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

Having received no objections to consent items, the Mayor declared the consent items approved.

OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, JUNE 7, 2011
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

PROPOSED CONSENT AGENDA ITEMS ARE NOTED ### AND PROVIDED AS APPENDIX A ATTACHED

*****ITEMS SHOWN IN ITALICS WITH AN ASTERISK HAVE BEEN ADDED, ~~DELETED~~
OR MODIFIED FROM THE ORIGINAL AGENDA.

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
 - A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA.
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
 - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE HELD ON MAY 3, 2011.
 - B. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE HELD ON MAY 17, 2011.
- V. **ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR'S COMMENTS: THERE WILL BE A FINANCIAL WORK

SESSION WITH GOVERNMENT CONSULTANTS, INC.
REPRESENTATIVE DEMERY GRUBBS AT 5:00 PRIOR TO THE NEXT
BOARD MEETING ON JUNE 21, 2011.

WELCOME TO NEW EMPLOYEES:

THOMAS WARE – OPERATOR 2 – WASTEWATER DIVISION OF PUBLIC
SERVICES

B. BOARD OF ALDERMEN COMMENTS:

RECOGNITION OF EMPLOYEE OF THE MONTH FOR JUNE 2011 BY
ALDERMAN PERKINS

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PRESENTATION FROM MR. FREDDIE RASBERRY FROM HABITAT
FOR HUMANITY REQUESTING THE VALUE OF CITY IN-KIND
SERVICES FROM THE LANDFILL DIVISION OF THE SANITATION AND
ENVIRONMENTAL SERVICES DEPARTMENT FOR THE REMAINDER
OF THE FISCAL YEAR 2011 AND UPCOMING FISCAL YEAR 2012.

B. PRESENTATION FROM MS. ANITA LINDSEY ON BEHALF OF THE
NORTHEAST YOUTH FOOTBALL ASSOCIATION (NYFA) FOR A
STARKVILLE COMMUNITY DAY SPECIAL EVENT PERMIT WITH A
REQUEST FOR IN-KIND SERVICES AND FUNDING.

VIII. PUBLIC HEARING

THERE ARE NO PUBLIC HEARINGS SCHEDULED

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING THE APPLICATION FOR THE
PLANNING AND DESIGN 2011 DISCRETIONARY GRANT OF RUSSELL
STREET AS GRAND BULLYVARD: A LIVABILITY RETROFIT OF
HIGHWAY 12.

***** B. *CONSIDERATION OF THE APPROVAL OF AN INTERIM FLAG FOR USE AT
THE 2011 MML PARADE OF FLAGS AT A COST NOT TO EXCEED \$200.00.*

X. BOARD BUSINESS

A. REPORT FROM THE BUDGET COMMITTEE CHAIRPERSON, MAYOR
PRO TEMPORE SISTRUNK.

B. CONSIDERATION OF THE REQUEST BY FREDDIE RASBERRY ON
BEHALF OF HABITAT FOR HUMANITY FOR IN-KIND SERVICES FROM
THE LANDFILL DIVISION IN ACCORDANCE WITH THE
REQUIREMENTS OF MS CODE §17-3-1.

C. CONSIDERATION OF THE APPROVAL OF THE REQUEST FOR A
SPECIAL EVENT PERMIT FOR A STARKVILLE COMMUNITY DAY TO
BE HELD AT J.L. KING PARK ON JUNE 18, 2011, BY THE NORTHEAST

YOUTH FOOTBALL ASSOCIATION WITH A REQUEST FOR IN-KIND SERVICES AND FUNDING IN THE AMOUNT OF \$3,588.00.

D. CONSIDERATION OF THE AUTHORIZATION TO ADVERTISE FOR LETTERS OF INTEREST FOR THE VACANCIES OF THE UNEXPIRED TERMS ON THE STARKVILLE HOUSING AUTHORITY.

E. CONSIDERATION OF THE APPROVAL OF THE GRANT AND AUTHORIZATION FOR THE MAYOR TO SIGN GRANT AGREEMENT NUMBER 467Q612A EFFECTIVE DATE JUNE 15, 2011 WITH MISSISSIPPI DEPARTMENT OF HUMAN SERVICES IN THE AMOUNT OF \$197,911.00.

F. CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH THE AFRO-AMERICAN CULTURAL SOCIETY OF THE GOLDEN TRIANGLE D/B/A "BRICKFIRE PROJECT" FOR THE CONTRACT ADMINISTRATION OF THE MDHS GRANT NUMBER 467Q612A IN THE AMOUNT OF \$197,911.00.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF CHANGE ORDER #1 REGARDING THE SEAL COAT AND MARK PARALLEL TAXIWAYS AND RAMPS PROJECT AT GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$36,388.52 FUNDED BY THE 2011 MDOT MULTI-MODAL GRANT MM-0068-0511.

B. BUILDING, CODES AND PLANNING DEPARTMENT

1. REQUEST CONSIDERATION TO APPROVE P&Z ITEM #RZ 11-01: A REQUEST BY MS. EMMA BELK FOR APPROVAL OF A ZONING CHANGE FROM R-1 (SINGLE-FAMILY) TO R-6 (MOBILE HOMES/MHP/MHS) LOCATED AT 1582 ROCKHILL ROAD IN WARD 6.

2. REQUEST CONSIDERATION TO APPROVE P&Z ITEM #CU 11-04: A REQUEST BY TABOR PROPERTIES, LLC TO ALLOW MULTI-FAMILY RESIDENTIAL CONDOMINIUM USE IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 701 SPRING STREET IN WARD 2.

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE DEPARTMENT CLAIMS DOCKET AS OF JUNE 2, 2011.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF JUNE 2, 2011.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

F. ENGINEERING AND STREETS

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR SC-1 ASPHALT SOURCE OF SUPPLY FOR THE SECOND QUARTER OF 2011.

2. REQUEST APPROVAL OF CONSULTANT TO PERFORM CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES RELATED TO THE LOUISVILLE STREET WIDENING PROJECT AND AUTHORIZATION TO ENTER INTO A CONTRACTURAL AGREEMENT TO PROVIDE SAID SERVICES.

3. REQUEST APPROVAL OF CONSULTANT TO PERFORM A HYDROLOGY AND HYDRAULICS (H&H) STUDY AND LOMR APPLICATION AND OTHER RELATED SERVICES RELATED TO THE CARVER DRIVE DRAINAGE PROJECT AND AUTHORIZATION TO ENTER INTO A CONTRACTURAL AGREEMENT TO PROVIDE SAID SERVICES.

G. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE ACCEPTANCE OF FIRE STATION #5 LOCATED AT 1215 REED ROAD INTO SERVICE FOR THE CITY OF STARKVILLE.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE, ANDREW DEMERRITT, NATHAN HERNDON, ALEX LUMMUS, KENNETH WILSON, JONATHAN GOODMAN AND TAURUS YOUNG TO FILL VACANT POSITIONS AS FIREFIGHTERS IN THE FIRE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE CHANTEAU WILSON TO FILL THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE MAYOR AND THE BOARD OF ALDERMEN.

3. REQUEST AUTHORIZATION TO HIRE MARK CLAY TO FILL THE VACANT POSITION OF LAB TECHNICIAN IN THE WASTEWATER DIVISION OF PUBLIC SERVICES.

4. REQUEST APPROVAL OF THE JOB DESCRIPTION FOR THE POSITION OF ASSISTANT CITY PLANNER AND APPROVAL TO ADVERTISE FOR THE POSITION.

5. REQUEST APPROVAL OF THE EDUCATIONAL ASSISTANCE BENEFITS FOR CITY ENGINEER, EDWARD KEMP, PER THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE POLICY.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CHIEF LINDLEY TO ATTEND THE MISSISSIPPI ASSOCIATION OF CHIEFS OF POLICE 2011 SUMMER EDUCATIONAL CONFERENCE IN BILOXI, MISSISSIPPI ON JUNE 20-23, 2011.

2. REQUEST AUTHORIZATION FOR REIMBURSEMENT TO LIEUTENANT MALVIN DAILEY FOR SIX (6) CREDIT HOURS AT A COST OF \$1,855.00.

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO PURCHASE FLOW METER FROM CSI, A SOLE SOURCE PROVIDER, IN THE AMOUNT OF \$10,150.00.

L. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR A TRACTOR FOR THE LANDSCAPE DIVISION OF THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

2. PRESENTATION BY MS. BOYD, THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT HEAD, ON THE REVISED ORGANIZATIONAL STRUCTURE OF THE DEPARTMENT.

3. REQUEST AUTHORIZATION TO PROCEED WITH THE PROPOSED ORGANIZATIONAL CHANGES, PROMOTIONS, JOB DESCRIPTIONS AND ADVERTISEMENTS FOR THE POSITIONS AS PRESENTED IN THE PERSONNEL OFFICER'S MEMO AND THE PRESENTATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL JUNE 21, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Ben Griffith, at (662) 323-2525, ext. 119 at least forty-eight (48) hours in advance for any services requested.

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF APPROVING THE APPLICATION FOR THE PLANNING AND DESIGN 2011 DISCRETIONARY GRANT OF RUSSELL STREET AS GRAND BULLYVARD: A LIVABILITY RETROFIT OF HIGHWAY 12.

X. BOARD BUSINESS

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- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
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CONSENT ITEMS 2-27

2.

**APPROVAL OF AN INTERIM CITY FLAG FOR
USE AT THE 2011 MML PARADE OF FLAGS
AT A COST NOT TO EXCEED \$200.00.**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of an interim flag for use at the 2011 MML Parade of Flags at a cost not to exceed \$200.00” is enumerated, this consent item is thereby approved.

3.

APPROVAL OF A SPECIAL EVENT PERMIT FOR A STARKVILLE COMMUNITY DAY HOSTED BY THE NORTHEAST YOUTH FOOTBALL ASSOCIATION, IN J. L. KING PARK ON JUNE 18, 2011, WITH THE CITY PROVIDING IN-KIND SERVICES IN THE AMOUNT OF \$1,088.00.

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of a special event permit for a Starkville Community Day hosted by The Northeast Youth Football Association, in the J. L. King Park on June 18, 2011, with the City of Starkville providing in-kind services in the amount of \$1,088.” is enumerated, this consent item is thereby approved.

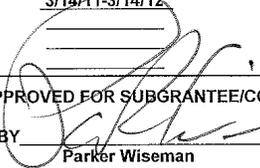
4.

APPROVAL TO ACCEPT THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES GRANT #467Q612A IN THE AMOUNT OF \$197,911.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT EFFECTIVE JUNE 15, 2011

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of the Mississippi Department of Human Services Grant #467Q612A in the amount of \$197,911.00 and authorizing the Mayor to execute the grant effective June 15, 2011” is enumerated, this consent item is thereby approved.

STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
SUBGRANT/CONTRACT SIGNATURE SHEET
P.O. BOX 352
JACKSON, MISSISSIPPI 39205-0352

MDHS DIVISION Early Childhood Care and Development

<p>1. SUBGRANTEE'S/CONTRACTOR'S NAME, ADDRESS & PHONE #</p> <p><u>The City of Starkville</u> <u>101 Lampkin Street</u> <u>Starkville, Mississippi 39759</u></p> <p>SUBGRANTEE'S FISCAL YEAR END DATE: <u>June 30</u></p> <p>NAME/TITLE OF OFFICERS: (CONTRACTING AGENCY)</p> <p>1. <u>Parker Wiseman</u> 2. <u>Helen Taylor, Program</u> 3. <u>Ozella Rice, Fiscal</u></p> <p>CONTACT PERSON: <u>Ms. Helen Taylor, 662-319-7755 cell</u></p> <p>PHONE NUMBER: <u>Ms. Rice 662-323-5321- 312-6348 cell</u></p>	<p>2. EFFECTIVE DATE: June 15, 2011</p> <p>3. SUBGRANT NUMBER: 467Q612A</p> <p>4a. GRANT IDENTIFIER (funding source and year): 2011 CCDF Matching</p> <p>b. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) # 93.575</p> <p>5. BEGINNING AND ENDING DATES: June 15, 2011- June 30, 2012</p> <p>6. SUBGRANT/CONTRACT PAYMENT METHOD: <input checked="" type="checkbox"/> CURRENT NEEDS/CASH ADVANCE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER</p> <p>7. PAGE 1 OF 4</p>																									
<p>8. THE FOLLOWING FUNDS ARE OBLIGATED:</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%;">FEDERAL \$ <u>147,899.00</u></td> <td style="width:50%;">ADMINISTRATION \$ _____</td> </tr> <tr> <td>STATE \$ _____</td> <td>SERVICES \$ <u>147,899.00</u></td> </tr> <tr> <td>OTHER \$ <u>50,012.00</u></td> <td>OTHER \$ <u>50,012.00</u></td> </tr> <tr> <td>TOTAL \$ <u>197,911.00</u></td> <td>TOTAL \$ <u>197,911.00</u></td> </tr> </table>		FEDERAL \$ <u>147,899.00</u>	ADMINISTRATION \$ _____	STATE \$ _____	SERVICES \$ <u>147,899.00</u>	OTHER \$ <u>50,012.00</u>	OTHER \$ <u>50,012.00</u>	TOTAL \$ <u>197,911.00</u>	TOTAL \$ <u>197,911.00</u>																	
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<p>9. THE SUBGRANTEE/CONTRACTOR AGREES TO ADMINISTER THIS SUBGRANT IN ACCORDANCE WITH ALL FEDERAL AND/OR STATE PROVISIONS THAT ARE APPLICABLE TO SAID SUBGRANT. THE FOLLOWING DOCUMENTS ARE INCORPORATED HEREIN:</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%; vertical-align: top;"> <p>a. SUBGRANT/CONTRACT SIGNATURE SHEET</p> <p>b. BUDGET SUMMARY</p> <p>c. COST SUMMARY SUPPORT SHEET</p> <p>d. BUDGET NARRATIVE</p> <p>e. SUBGRANT/CONTRACT AGREEMENT</p> <p>1) SCOPE OF SERVICES</p> <p>2) GENERAL TERMS AND PROVISIONS</p> </td> <td style="width:50%; vertical-align: top;"> <p>3) STANDARD ASSURANCES POLICY</p> <p>4) DEBARMENT/SUSPENSION POLICY</p> <p>5) DRUG FREE WORKPLACE POLICY</p> <p>6) SUBGRANTEE MANUAL ACCEPTANCE</p> <p>f. VERIFICATION OF 25% FIDELITY BOND</p> <p>g. COPY OF BOARD RESOLUTION (If Applicable)</p> <p>h. COST ALLOCATION & INDIRECT COST RATES</p> </td> </tr> </table>		<p>a. SUBGRANT/CONTRACT SIGNATURE SHEET</p> <p>b. BUDGET SUMMARY</p> <p>c. COST SUMMARY SUPPORT SHEET</p> <p>d. BUDGET NARRATIVE</p> <p>e. SUBGRANT/CONTRACT AGREEMENT</p> <p>1) SCOPE OF SERVICES</p> <p>2) GENERAL TERMS AND PROVISIONS</p>	<p>3) STANDARD ASSURANCES POLICY</p> <p>4) DEBARMENT/SUSPENSION POLICY</p> <p>5) DRUG FREE WORKPLACE POLICY</p> <p>6) SUBGRANTEE MANUAL ACCEPTANCE</p> <p>f. VERIFICATION OF 25% FIDELITY BOND</p> <p>g. COPY OF BOARD RESOLUTION (If Applicable)</p> <p>h. COST ALLOCATION & INDIRECT COST RATES</p>																							
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<p>10. IDENTIFICATION OF OTHER FUNDING (List all other funds requested, anticipated or held over from prior years dedicated to this or similar programs including Federal, State, Local or Private funds. If additional space is needed, please attach typed pages).</p> <table style="width:100%; border: none;"> <thead> <tr> <th style="text-align: left;">SOURCE</th> <th style="text-align: left;">PURPOSE</th> <th style="text-align: left;">CONTRACT #</th> <th style="text-align: left;">PERIOD (dates)</th> <th style="text-align: left;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td><u>Matching</u></td> <td><u>Child Care Slots</u></td> <td><u>467Q611A</u></td> <td><u>3/14/11-3/14/12</u></td> <td><u>\$94,597.00</u></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>\$ _____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>\$ _____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>\$ _____</td> </tr> </tbody> </table>		SOURCE	PURPOSE	CONTRACT #	PERIOD (dates)	AMOUNT	<u>Matching</u>	<u>Child Care Slots</u>	<u>467Q611A</u>	<u>3/14/11-3/14/12</u>	<u>\$94,597.00</u>	_____	_____	_____	_____	\$ _____	_____	_____	_____	_____	\$ _____	_____	_____	_____	_____	\$ _____
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<p>11. APPROVED FOR MDHS:</p> <p>BY _____ Date _____</p> <p><u>Don Thompson</u> Date _____</p> <p>TITLE: <u>Executive Director</u></p>	<p>12. APPROVED FOR SUBGRANTEE/CONTRACTOR:</p> <p>BY  Date <u>06/14/2011</u></p> <p><u>Parker Wiseman</u> Date _____</p> <p>TITLE: <u>Mayor</u></p>																									

BUDGET NARRATIVE
The City of Starkville
2011 CCDF Matching Subgrant
Brickfire Project
467Q612A

Child Care Services..... \$147,899

Contractual Services:

***To provide child care services to Children of
CCDF eligible families.***

Operation and Maintenance..... \$50,012

Contractual Services:

***The City of Starkville will provide in support of the Brickfire
Project, Child Care Program \$50,012.00 and maintain fiscal
records with the City of Starkville Office to document the sources
and amount of local funds spent for the operation of the program.***

Total Subgrant Amount \$197,911

Division of Early Childhood Care and Development
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

SUBGRANT AGREEMENT
467Q612A

Subgrant Number: _____

1. Parties. The parties to this Subgrant are the Division of Early Childhood Care and Development, Mississippi Department of Human Services, herein called MDHS, and City of Starkville Early Childhood Program, herein called Subgrantee.
2. Purpose. The purpose of this Subgrant is to engage the Subgrantee to perform certain services.
3. Scope of Services. The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDHS, the services described in Exhibit A, entitled "Scope of Services," and incorporated by reference herein.
4. Period of Performance. The period of performance of services shall begin on June 15, 2011 and end on June 30, 2012.
5. Consideration and Method of Payment. The total amount to be paid to the Subgrantee by MDHS under this Subgrant is \$147,899.00. Any remaining amounts shall be paid by sources other than MDHS. The method of payment shall be on a Current Needs /cash advance basis as referenced below.

Current Needs/ Cash advance Basis

MDHS shall process the Request for Cash in its normal course of business, and, if it is found in order, shall cause payment thereon to be made within reasonable time to the Subgrantee.

For any request for funds to be processed, MDHS must receive required monthly program and fiscal reports as outlined in Exhibit A, entitled Scope of Services, and Exhibit B, entitled "General Terms and Provisions."

6. General Terms and Provisions. This Subgrant is hereby made subject to all terms and provisions included in the aforesaid Exhibit B, referenced herein and made a part hereof.
7. Standard Policies and Assurances. This Subgrant is hereby made subject to the terms and conditions of the standard policies and assurances included in the most recent MDHS Subgrantee Manual, which is made a part hereof by reference. The subgrant shall be subject to the rules, regulations, policies and procedures

contained in Exhibit C, Standard Assurances Policy; Exhibit D; Debarment Policy; Exhibit E, Drug-Free Workplace Policy; and Exhibit F, MDHS Subgrantee Manual Acceptance Form.

8. **Notice.** Notice as required by the terms of this Subgrant shall be by certified United States mail, postage prepaid, to the Parties at their respective usual business addresses, or notice may be hand-delivered to that respective Party whose signature appears on this Subgrant as MDHS or Subgrantee. The Parties agree to notify promptly each other of any change of address.

IN WITNESS WHEREOF MDHS, this agreement has been made interchangeably executed by the parties hereto in duplicate originals.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: _____

Don Thompson

Title: Executive Director

Date: _____

Witness: _____

SUBGRANTEE

BY: _____

Parker Wiseman

Title: Mayor City of Starkville

Date: 06/14/2011

Witness: _____

EXHIBIT A

SCOPE OF SERVICES
DIVISION OF EARLY CHILDHOOD CARE AND DEVELOPMENT
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

SUBGRANTEE: City of Starkville

A. Purpose:

The purpose of the Child Care Partnership Grant Program is to encourage local commitment to child care through community-generated financial resources that can be matched with Child Care development Funds (CCDF). The subgrantee will provide child care to children of eligible parents. The provider must be non-residential, licensed, or exempt from licensure requirements by the Mississippi State Department of Health.

B. Duties and Responsibilities:

1. The Subgrantee will provide subsidized child care services to children in Priority Populations as follows:

1st Child Care for Temporary Assistance for Needy families TANF)

2nd. Child Care for Transitional Child Care (TCC)

3rd. Children of very low-income working parents(s) whose income is at or below the 50 percent of the State Median Income (SMI) who are at risk of going on TANF, in the following order:

- a. Children in Protective Services or Foster Care;
- b. Children with Special Needs(up to 85% of the SMI)
- c. Children parent(s) deployed in the Mississippi National Guard or Reserve;
- d. Children of Teen Parent(s) currently enrolled in high school full time;
- e. Children of all other eligible parent(s) at this income level, including parents enrolled in an approved educational program, whether working or not.

4th. Based upon the availability of funding, children of parent(s) working the required 25 hours per week and/or enrolled in approved educational program whose income fall above 50 percent of the SMI and at or below 85 percent of the SMI

2. The Subgrantee will report and maintain fiscal records at the Subgrantee's office that document all child care expenditures.
3. The Subgrantee will operate in compliance with the Mississippi State Department of Health's (MSDH) Child Care Licensure regulations and the Program Criteria of Child Care Slots established by the Division of Early Childhood Care Development (ECCD)
4. The Subgrantee will establish and maintain fiscal and programmatic activities in compliance with the Mississippi department of Human Services (MDHS) Subgrantee/Contract Manual and Division of Early Childhood Care and Development (ECCD) Policy Bulletins.
5. Client eligibility will be determined based upon the policy included in the Program Criteria for Child Care Slots.
6. The Subgrantee will maintain current case records on each eligible child that includes items specified in ECCD's Program Criteria of Child Care Slots.
7. The Subgrantee will charge a private tuition rate that is no less than the rate reimbursed by ECCD. The reimbursement for ECCD will not exceed the approved Tier rate in the Subgrantee's budget.
8. The subgrantee will not request reimbursement for the child that is being served through a certificate or whose parents are paying full tuition.
9. The Subgrantee will assess to each client a monthly co-payment fee based upon the CCDF Sliding Fee Scale for Parents.
10. The Subgrantee will provide ECCD with reimbursement request and programmatic reports by the 10th. Calendar day of each month.
11. The Subgrantee will provide ECCD with reports/information regarding the program's operation upon request.
12. The Subgrantee will submit a letter of request for an and all subgrant modifications in accordance with ECCD's established policy. No request will be accepted the final 60 days of the subgrant period unless initiated by the ECCD's Director.
13. The Subgrantee agrees to attend mandatory training as offered by ECCD. Any exceptions must be approved in advance by the Director of ECCD or designee
14. The Subgrantee will maintain up-to-date center operating policies, employee policies and written developmental activities.

15. The Subgrantee will attach a completed Absentee Sheet to the reimbursement request if any child is absent for three day or more at any one time.
16. The Subgrantee will notify ECCD in writing ninety days prior to the subgrant ending date of any local grants or financial commitments received that will substantiate the ability of the program to continue after the subgrant ends.
17. The Subgrant will submit a final fiscal reporting worksheet, along with a closeout report, to ECCD within 45 days after the ending date of this subgrant. Failure to meet the closeout deadline will result in disqualification from future funding consideration.

EXHIBIT B

GENERAL TERMS AND PROVISIONS

**SECTION I
TERMINATION or SUSPENSION OF SUBGRANT**

1. TERMINATION BY THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES OR SUBGRANTEE

1. This Subgrant may be terminated by the Mississippi Department of Human Services (hereinafter referred to as "MDHS") upon no less than fifteen (15) days notice in writing in whole, or from time to time in part, whenever MDHS makes a final determination that such termination is in the best interest of the State of Mississippi and the citizens thereof. Any such determination will be effected by delivery in writing to the Subgrantee of a notice specifying the extent to which this Subgrant is terminated and the date upon which such termination becomes effective. The Subgrantee that is unable to perform under this Subgrant may request termination upon no less than fifteen (15) day's notice, in writing, to MDHS.
2. Within fifteen (15) days after receipt of a Notice of Termination, the Subgrantee shall submit to MDHS its termination claim in the form prescribed by MDHS.

B. NON-APPROPRIATION OF FUNDS

It is expressly understood and agreed that the obligation of MDHS to proceed under this Subgrant is conditioned upon the availability of funds, the appropriation of funds by the Mississippi State Legislature, and the receipt of federal and/or State funds. In the event that the funds anticipated for the fulfillment of this Subgrant are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDHS for the performance of this Subgrant, MDHS shall have the right to immediately terminate this Subgrant, without damage, penalty, cost, or expense to MDHS of any kind whatsoever.

C. SUBGRANTEE NONCOMPLIANCE

If the Subgrantee fails to comply with any of the covenants, terms, or stipulations of this Subgrant, whether stated in a federal statute or regulation, an assurance, in the State Plan or application, a notice of award, or elsewhere, MDHS may take any of the following actions:

- (1) Issue a warning letter that further failure to comply with such covenant, term, or stipulation will result in a more serious sanction or action;

- (2) Condition a future Subgrant;
- (3) Direct the Subgrantee to stop the incurring of costs with Subgrant amounts;
- (4) Require that some or all of the Subgrant amounts be remitted to MDHS;
- (5) Reduce the level of funds the Subgrantee would otherwise be entitled to receive;
- (6) Elect not to provide future Subgrant funds to the Subgrantee until appropriate actions are taken to ensure compliance;
- (7) Wholly or partly suspend or terminate the current award of funds to the Subgrantee;
- (8) Suspend child care reimbursements for certificates to Subgrantees who fail to meet deadlines on unresolved monitoring or audit findings, closeout packages, and/or fiscal and programmatic requirements; or
- (9) Suspend payments upon notification that Subgrantee is bankrupt or receives tax lien of any type, regardless of the reason.

D. TERMINATION FOR CAUSE

1. If the Subgrantee defaults in the performance of its obligations under the terms, conditions, assurances, or stipulations of this Subgrant, MDHS may terminate this Subgrant upon fifteen (15) days prior written notice, or at the option of MDHS, it may allow the Subgrantee to cure the default within such fifteen days prior to written notice, or if the default is one that is curable but requires more than fifteen (15) days to cure, MDHS may allow the Subgrantee to develop a plan to cure such default within a period of time agreeable to MDHS, if Subgrantee proceeds diligently according to such plan until said default is cured.
2. The rights and remedies of MDHS provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subgrant.

5. TERMINATION FOR CONVENIENCE

The Mississippi Department of Human Services (MDHS) may terminate the subgrant at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Termination may be in whole or in part with the Notice of Termination specifying to what extent the subgrant is being terminated under this clause. Subgrantee shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the subgrantee covered by this subgrant agreement less payments of Child Care Development Funds previously made.

6. PARTIAL TERMINATION

6.1 In the event of a partial termination, the subgrantee shall incur no obligations other than those specifically identified in the agreement or contract governing the partial termination.

G. RIGHTS AND REMEDIES UPON TERMINATION

In the event of termination of this Subgrant as provided herein, Subgrantee shall be entitled to receive just and equitable compensation for services or performances actually and satisfactorily performed, prior to the effective date of termination, under this Subgrant. Such compensation shall be based upon the payment provisions described in number five (5) of the Subgrant Agreement (Consideration and Method of Payment), but, in no case, shall said compensation exceed the total amount of this Subgrant.

Subgrantee shall be liable to MDHS for damages sustained by MDHS by virtue of any breach of this Subgrant by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of setoff until such time as the exact amount of damages due to MDHS from Subgrantee are determined. The rights and remedies of MDHS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

H. TERMINATION FOR CIRCUMSTANCES BEYOND THE PARTIES CONTROL

If either party fails to perform its obligations hereunder because of strikes, accidents, acts of God, weather conditions, or other acts beyond its control and without its fault or negligence that would render the fulfillment of this Subgrant on its part impossible or would cause undue hardship, then, and in that event, the affected party shall have the option of terminating, upon thirty (30) days written notice, this Subgrant in whole or in part as the case may warrant.

I. SUSPENSION OF PAYMENTS

MDHS shall provide Subgrantee with ten (10) days written notice of MDHS' intent to suspend reimbursements or payments under this Subgrant. The notice shall set forth the facts and circumstances upon which MDHS is relying in initiating the suspension. The Subgrantee shall have the right, upon written request within the ten (10) day notice period, to an informal review before the ECCD Director to show cause or explain away the alleged noncompliance.

Upon suspension, MDHS shall have fifteen (15) working days to complete its investigation of the Subgrantee's alleged noncompliance. Upon the expiration of the fifteen (15) days, MDHS shall notify the Subgrantee, in written form, of its intent to formally terminate the present Subgrant or resume payments per the terms and conditions of this Subgrant.

Should MDHS determine that the present Subgrant is to be terminated, the Subgrantee shall be notified in a manner which complies with the provisions for such, per the terms of this Subgrant, the MDHS Subgrantee/Contract Manual, and the Mississippi Department of Human Services' Procedures for Hearing Contested Cases, as amended.

**SECTION II
COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

A.1. SUBORDINATION OF SUBGRANT TO FEDERAL LAWS AND REGULATIONS

In executing this Subgrant, Subgrantee shall comply with all federal and/or State statutes or regulations that are made applicable to the grant when properly promulgated and published by the federal and/or State government. It is specifically agreed that should additional federal legislation be enacted or should the U.S. Department of Health and Human Services or other governing federal agencies enact new regulations or promulgate changes or amendments in existing regulations which require changes in any provision of their grant, then those provisions of this Subgrant affected thereby shall automatically be amended to conform to such federal statute or regulations as of the effective date of the same.

A.2. RESTRICTIONS ON THE USE OF FUNDS

It is understood and agreed by the parties that funds provided under grants or contracts to providers may not be expended for any sectarian purpose or activity, including sectarian worship or instruction. Assistance provided to parents through certificates is not a grant or contract. However, for sectarian agencies, funds may be expended for minor remodeling only if necessary to bring the facility into compliance with the health and safety requirements.

B. GOVERNING LAWS AND LEGAL REMEDIES

This Subgrant shall be construed and governed in accordance with the laws of the State of Mississippi. Subgrantee expressly agrees that under no circumstances shall MDHS be obligated to pay an attorney's fee or the cost of legal action to, or for, the Subgrantee.

**C. MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
SUBGRANTEE/CONTRACT MANUAL**

The Subgrantee agrees to comply with, and require their subcontractors to comply with, all Mississippi Department of Human Services policies and guidelines as set forth in the MDHS Subgrantee/Contract Manual.

D. SUBGRANTEE'S APPROVED SCOPE OF SERVICES

The Subgrantee agrees to provide and maintain, on a continuing basis through the effective term of this Subgrant and agreement, those services to be

rendered under the specified Grant program provided by Subgrantee, prescribed in Subgrantee's Scope of Services, attached as Exhibit A. Subgrantees determined to be at risk of failing to meet the requirement of the Scope of Services and the General Terms and Provisions may be subject to special reporting requirements.

E. SUBGRANT/CONTRACT SIGNATURE SHEET

The Subgrantee agrees to comply with all the terms and conditions included in the Subgrant/Contract Signature Sheet attached hereto and incorporated herein.

F. INCLUSION OF ALL TERMS AND CONDITIONS

This Subgrant and any documents or attachments referenced herein contain all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Subgrant shall be deemed to exist or bind any of the parties hereto.

**SECTION III
SUBCONTRACTS**

A. GENERAL RESPONSIBILITY

It is understood and agreed that Subgrantee may be entering into certain subcontracts with eligible entities for the provisions of the aforementioned services. Such subcontracts shall be governed by all of the provisions of this Subgrant, and Subgrantee shall be fully responsible for the performance of any of their subcontractors and for any audit exceptions, claims, or liabilities of any kind whatsoever relating to any of its subcontractors.

B. USE OF FUNDS

It is further understood and agreed that funds obligated under this Subgrant may be used to support the subcontract mentioned above for the provisions of only such services under the specified grant. Subgrantee agrees that it shall require all of its subcontractors to comply with all local, municipal and county health, safety and other ordinances and requirements and with all applicable federal and State laws, statutes, and regulations, the same as apply to the Subgrantee herein.

C. ADMINISTRATIVE CHARGES

Subgrantee agrees that it has not imposed and shall not impose any administrative charges on its subcontractors.

D. RELEASE OF LIABILITY

Subgrantee agrees that in any agreement or subcontract for the provision of the services or activities covered by this Subgrant, it shall require that the Subgrantee's contractor, subcontractor, representatives, or agents release and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by contractor or subcontractor and/or its officers, agents, or employees in the performance of such services or activities.

**SECTION IV
ELIGIBILITY**

Only individuals described as eligible in Subgrantee's Scope of Services may be considered for services under this Subgrant.

**SECTION V
RESPONSIBILITY FOR CLAIMS**

Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this agreement and caused by the party's own principles, agents, employees, contractors, or subcontractors while performing under this agreement solely to the degree and within the parameters permitted under sub-section 11-46-1 et. Seq., Mississippi Code Annotated 1972. Further, the assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.

SECTION VI BOND/INSURANCE

Subgrantee represents that it will maintain Workers' Compensation Insurance as prescribed by law which shall inure to the benefit of all Subgrantee's personnel provided hereunder, comprehensive general liability, and Employee Dishonesty Bond. Subgrantee will furnish MDHS with a copy of the bond providing coverage at 25% of the total federal and/or State award.

SECTION VII REPORTING

A. MONTHLY REPORTS

Subgrantee agrees to provide reports and/or information within ten (10) calendar days after the close of each month. Such reports shall be complete for the period concerned and shall contain information concerning clients served, catchment areas, administrative costs, if any, direct and indirect costs of any nature expended in the performance of this Subgrant, units of service, and other sufficient data to provide evidence of budget and programmatic compliance as required by this Subgrant.

B. TERMINATION REPORTS

Subgrantee shall furnish MDHS a written termination report within ten (10) calendar days from the termination date unless additional time is granted by MDHS for the purpose of audits, examinations, or other reasons. The termination report shall include information as set forth in Subsection A of this Section and any other data required by MDHS to furnish evidence of financial and programmatic compliance.

C. FINAL FISCAL REPORT

The Subgrantee agrees to provide a final fiscal reporting worksheet, along with closeout report, to MDHS within forty-five (45) days after the ending of this Subgrant. These fiscal documents will be used for the purpose of reconciling this Subgrant to the actual expenditures for activities and services rendered, not to exceed the maximum liability as set forth in Section XII, Subsection A: Any funds paid by MDHS to Subgrantee and not expended for activities or contracted services under this Subgrant or funds expended in violation of this Subgrant shall be considered MDHS' funds and shall be returned to MDHS in full. Where deemed appropriate by MDHS and accepted by the Subgrantee, a reduction may be allowed in future payments under future Subgrants by a total amount equal to the amount disallowed or deferred or by other methods approved by MDHS.

Subgrantees who fail to meet the closeout deadline, as outlined in the MDHS Subgrantee/Contract Manual, will be disqualified from future funding consideration.

**SECTION VIII
ALTERATION OR MODIFICATION OF SUBGRANT**

All modification requests shall be submitted in accordance with established Policies and Procedures. Any alteration, variation, modification, or waiver of any provisions of this Subgrant shall become binding on both parties only when the agreement of the parties has been reduced to writing and duly executed. Any line item transfer of funds shall be submitted to MDHS on a Subgrant modification form, along with a budget narrative and shall receive MDHS' prior approval before any such transfer may be effected.

**SECTION IX
SEVERABILITY**

If any term or provision of this Subgrant is prohibited by the laws of the State of Mississippi or is declared invalid or void by a court of competent jurisdiction, the remaining terms and provisions of this Subgrant shall not be affected thereby, and each remaining term and provision of this Subgrant shall be valid and enforceable to the fullest extent permitted by law.

**SECTION X
RELATIONSHIP OF PARTIES**

The relationship of Subgrantee to MDHS is that of Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner to create or establish the relationship of co-partners between the parties hereto, or as constituting the Subgrantee or its employees as agents, representatives, or employees of MDHS.

Any person assigned by the Subgrantee to perform the services hereunder shall be the employee of the Subgrantee, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct the Subgrantee to replace any of its employees who perform services under this Subgrant. The Subgrantee will replace the employee within ten (10) working days after receipt of certified notice from MDHS.

SECTION XI ASSIGNMENT

- A. The rights, privileges, benefits, and obligations created by this Subgrant and by operation of law extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.

- B. Subgrantee shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Subgrant without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void. MDHS does reserve, however, the exclusive right to direct the Subgrantee to assign and/or transfer this Subgrant when such course of action is mandated by the federal grantor agency. In the event that such a transfer or assignment is directed by MDHS, MDHS further reserves the right to ensure adequate and proper arrangement of such transfer to assure continued, effective performance of the purposes for which the parties entered into this Subgrant.

SECTION XII MISCELLANEOUS

A. MAXIMUM LIABILITY

Irrespective of any other provisions of their Subgrant, its attachments, laws, and regulations made a part hereof by reference, or the obligation of the Subgrantee, the liability of payment by MDHS to Subgrantee of federal and/or State funds shall be limited to an amount not to exceed the maximum sum as set forth in number five (5) of the Subgrant Agreement (Consideration and Method of Payment) in consideration of all of the activities and services provided pursuant to this Subgrant unless specifically increased in accordance with Section VIII.

B. EQUIPMENT AND SUPPLIES

Equipment and/or supplies purchased, in whole or in part, with funds provided by MDHS shall be and remain the property of MDHS. Said equipment and/or supplies shall be accounted for, maintained, and disposed of in accordance with MDHS' directives, policies, and procedures as set out in the MDHS Subgrantee/Contract Manual, which is incorporated herein by reference, and ECCD Policy. Subgrantees who desire to continue using equipment after the expiration date of the Subgrant period must submit a written request to the Director of the Division of Early Childhood Care and Development. The request must include the Inventory Control List of each piece of equipment purchased under the Subgrant, its description, the year purchased, original purchase value, serial number (if applicable), and MDHS inventory number (if applicable). The deadline for the equipment retention request is the same as for the closeout package. The ECCD Director must approve or deny the request in writing. If the request is denied, or if the Subgrantee fails to meet the closeout deadline,

MDHS will retrieve the equipment as soon as possible after the Subgrant ends. Subgrantee shall be responsible for the cost of removal of any outdoor playground equipment placed in cement.

All property or equipment purchased, in whole or part, with funds provided by MDHS shall be held in trust by the Subgrantee as trustee for MDHS and shall not be encumbered without the written approval of MDHS. The Subgrantee shall record liens or other appropriate notices of record that property or equipment has been acquired or, where applicable, improved with funds provided by MDHS, and that the use and disposition of such property or equipment are prescribed by the MDHS Subgrantee/Contract Manual.

C. OWNERSHIP OF DOCUMENTS AND PROPERTY

All property purchased and all data, documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents, and/or other material collected or prepared by Subgrantee in connection with this Subgrant shall be owned by MDHS upon completion or termination of this Subgrant. MDHS hereby reserves all rights to the database and all applications thereof and to any and all information and/or material prepared in connection with this Subgrant.

Except as otherwise provided by these General Terms and Provisions, Subgrantee is prohibited from use of the above-described information and/or material without the express written approval of MDHS.

All printed mention, materials, deliverable products, publicity, and other documents and reports distributed by the Subgrantee as a result of this Subgrant, regardless of its form, must give funding source credit to the Division of Early Childhood Care and Development, Mississippi Department of Human Services. ECCD must be provided a copy of the aforesaid documents and reports.

D. LIMITATION OF MDHS' AND SUBGRANTEE'S OBLIGATION TO FEDERAL AND/OR STATE FUNDS ACTUALLY AVAILABLE

MDHS' and Subgrantee's liability for allocations under this Subgrant shall be limited to federal and/or State funds actually available. MDHS shall be the final authority as to the availability of such funds.

E. FINANCIAL DOCUMENTS, STATEMENTS OF ACCOUNTS, AND OTHER DOCUMENTS

The Subgrantee, by its signature affixed to the Subgrant Agreement, authorizes the release, to MDHS, of any and all financial documents and records, maintained by such financial institutions as may be providing services to the Subgrantee, which are pertinent to the services performed under this Subgrant in order to make audit, examination, excerpts, copies, and/or transcripts. Said financial documents and records shall include, but are not limited to, statements of accounts, statements of deposit and/or withdrawal, cancelled checks, and/or drafts. The request for said documents and/or records shall be made in writing by MDHS directly to the financial institution providing services, with no notice to the Subgrantee being necessary.

Further, prior to the disbursement of any funds under the Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as depository for said funds along with the specific account number(s) that will be used in the expenditure of the Subgrant funds; that prior to the disbursement of any funds under the Subgrant, the Subgrantee shall execute each release as may be required by the above-mentioned financial institution to allow the Mississippi Department of Human Services unrestricted access to said financial documents, as set out above, upon written request by the Mississippi Department of Human Services to said financial institution.

F. INDEPENDENT FISCAL AUDIT

The Subgrantee, by signature affixed herein, agrees that within forty-five (45) days of the expiration of this Subgrant, an independent financial audit may be performed in order to comply with OMB Circular A-133. No independent fiscal audit will be reimbursed in whole or in part by MDHS unless the Subgrantee is specifically required by MDHS to engage the services of an independent audit firm. MDHS reserves the right to select the audit entity under this provision. Subgrant Slots may be exempted by MDHS.

**SECTION XIII
DISPUTES**

Any dispute concerning a question of fact under this Subgrant which is not disposed of by agreement of the parties hereto shall be decided by the Director of the Division of Early Childhood Care and Development. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, Subgrantee mails or furnishes to the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director or his designee, the Subgrantee will proceed in accordance with the decision of the Director of the Division of Early Childhood Care and Development. In the review before the Executive Director, the

Subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of its position on the questions and decision under review. The decision of the Executive Director or his designee shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.

SECTION XIV SUPPLANTING

Funds received under this Subgrant shall be used only to supplement, not supplant, the amount of federal and/or State, and local funds otherwise expended for the support for child care services and related programs.

SECTION XV WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions of this Subgrant shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof nor shall it be construed to be a modification of the terms of this Subgrant.

SECTION XVI E-VERIFY

E-Verify: Subgrantee will insure its compliance with the Mississippi Employment Protection Act Senate Bill 2988 passed in the 2008 Regular Legislative Session and will register and participate in the status verification system for all newly hired employees. The term a employee as used herein means any person that is hired to perform work within the State of Mississippi. As used herein a status verification system means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operation by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Subgrantee agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subgrantee further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Subgrantee understands and agrees that any breach of these warranties may subject subgrantee to the following: (a) termination of this Agreement and ineligibility for any state of public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Subgrantee by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or "c" both. In the event of such termination/cancellation, subgrantee would also be liable for any additional costs incurred by the State due to contract cancellation of loss of a License or Permit.

I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Subgrantee certifies that:

7. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
8. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
9. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**II. SUSPENSION AND DEBARMENT
AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549 and 12689, Suspension and Debarment--

1. The Subgrantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;
 - (b) Have not within a three-year period preceding this subgrant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - (d) Have not within a three-year period preceding this subgrant had one or more public transactions (Federal, State, or local) terminated for cause or default; and
2. Where the Subgrantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

III. DRUG-FREE WORKPLACE (SUBGRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988B

3. As a condition of the subgrant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the subgrant; and
4. If convicted of a criminal drug offence resulting from a violation occurring during the conduct of any subgrant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to MDHS.

III. DRUG-FREE WORKPLACE (SUBGRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 --

5. The Subgrantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subgrantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the subgrant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying MDHS, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to MDHS. Notice shall include the identification number(s) of each affected grant;

III. DRUG FREE WORKPLACE - Required Certifications Continued Page 3

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Subgrantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific subgrant. Check if there are workplaces on file that are not identified here:

Place of Performance (Street address, city, county, state, zip code)

City of Starkville: 143 Westside Dr.
151 Long Street
197 Pecan Acres
300 Peoples Street, Starkville, MS 39758

**IV. UNRESOLVED MONITORING FINDINGS;
UNRESOLVED AUDIT FINDINGS;
AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS**

Identify any unresolved monitoring findings related to any programs that have been received by the Subgrantee during the last three (3) years and the status of each finding:

Yes, see attachment

Identify any unresolved audit findings related to any programs received by the Subgrantee during the last three (3) years and the status of each finding:

N/A

Identify any litigation and/or administrative hearings that the Subgrantee, the Subgrantee's Senior Management, or Subgrantee's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

Pending

V. CERTIFICATION OF ADEQUATE FIDELITY BONDING

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.
ATTACH COPY OF BOND

For Subgrantees/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained.
N/A

As the authorized representative of the subgrantee, I hereby certify that the subgrantee will comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the subgrant.

SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS: THE CITY OF STARKVILLE.

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

Listed page 16

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

Parker Wiseman, Mayor City of Starkville

SIGNATURE OF SUBGRANTEE AUTHORIZED REPRESENTATIVE AND DATE:

Parker Wiseman, Mayor X



Date

06/14/2011

EXHIBIT C

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES STANDARD ASSURANCES POLICY

The Subgrantee assures that it:

2. has the legal authority to apply for and receive the subgrant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the subgrant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the subgrant and to provide such additional information as may be required.
3. will give MDHS, the State Auditor's Office, the Federal grantor agency, and the Comptroller General, through any of their authorized representatives, access to and the right to examine all records, books, papers, documents, or items related to the subgrant.
4. will establish and maintain both fiscal and program controls and accounting procedures in accordance with generally accepted accounting principles and Federal grantor agency and MDHS directives; and will keep and maintain such books and records for audit by MDHS, by the Federal grantor agency, by the State Auditor, or by their authorized representatives; and will maintain all such records, books, papers, and documents, or items for a period of at least three (3) years, or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, will retain all such items until the completion of the action and resolution of all issues involved or until the end of the regular three-year period, whichever is later, will subsequent to the above-stated period, obtain written approval from MDHS's Director of Program Integrity before destruction of any such items as described above.
5. will comply with the Single Audit Act of 1996.
6. 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.
7. will comply with all Federal and State statutes relating to discrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

Title VII of the Civil Right Act of 1968, as amended, relating to non-discrimination in the sale, rental, or financing of housing;

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of sex in federally assisted education programs and activities;

the Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

Subtitle A, Title II of the Americans with Disabilities Act (ADA)(1990);

the Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age and handicap;

the Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

Section 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

any other non-discrimination provisions in the specific statute(s) under these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

8. will ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968.
9. will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970; which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
10. will comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
11. will comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements.
12. will conform with Executive Order (EO) 11246, entitled a Equal Employment Opportunity,@ as amended by EO 11375 and as supplemented in Department of

Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts.

13. will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
14. will comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPMs Standards for a Merit System of Personnel Administration.
15. will comply, if applicable, with Section 102 (a) of the Flood Disaster Protection Act of 1973, 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 \$10,000 or more.
16. will comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. will assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974.
18. 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 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) 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; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1995, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (I) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act.
19. will comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system.
20. will comply with the Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant.
21. will comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant.
22. will comply with the Federal regulations regarding criteria for cost sharing or matching contributions.

1. will assure all funds received be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.
2. will provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352).
3. will provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with EO 12549 and 12689 Debarment and Suspension.
4. will provide certification to comply with the Drug-Free Workplace Act of 1988.
5. will comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement.



SIGNATURE

Mayor

06/14/2011

DATE

City of Starkville

TITLE

ORGANIZATION

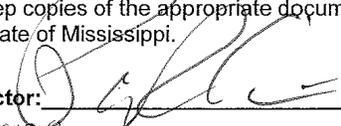
Exhibit D

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BOARD MEMBERS NOTIFICATION OF LIABILITY

MDHS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and/or its agents, employees, contractors, or subcontractors in the performance of this Subgrant. The Subgrantee acting through its Board of Directors assumes liability in the event of Subgrant misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement to this effect prior to receiving funds under this subgrant.

I acknowledge and agree to notify all members of the Board of Directors, if applicable, in writing of the assumption by City of Starkville of liability in the event that Parker Wiseman, Mayor misuses funds or fails to perform according to the provisions of the Subgrant. Further, I will keep copies of the appropriate documentation in accordance with the corporate laws of the State of Mississippi.

Signature of Entity's Director: 

Name: Parker Wiseman

Organization: City of Starkville

Date: 06/14/2011

Witness: Marketa Outh

Date: 6/14/11

Exhibit E

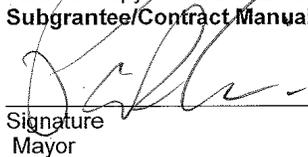
MDHS Subgrantee Manual Acceptance Form

Subgrantee Manual Coordinator

Each subgrantee should designate a Mississippi Department of Human Services Subgrantee Manual Coordinator who is familiar with the agency's operations. The coordinator's name, address, and telephone number should be sent to the Director, Office of Monitoring, Mississippi Department of Human Services, by the beginning of each contract period. The subgrantee should notify the Director, Office of Monitoring, MDHS, in writing of any change in this agreement.

City of Starkville

As the duly authorized representative of the _____, I certify that said organization will comply with the above provisions and that I have received as of this date a copy of the MDHS Subgrantee Manual, including all Addenda MDHS Subgrantee/Contract Manual.



06/14/2011

Signature
Mayor

Date

City of Starkville

Title

Organization

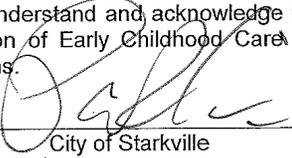
Exhibit F

**Division of Early Childhood Care and Development
Mississippi Department of Human Services**

Pre-Applicant's Statement of Acknowledgment

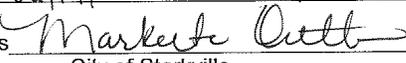
I understand and acknowledge that my signature on the attached Subgrant Signature Sheet, Subgrant Agreement, and other documents and exhibits does not constitute a subgrant until same is approved and signed by the Executive Director of the MDHS, who is that agency's official signature authority.

I further understand and acknowledge that the Executive Director of MDHS may direct the Division of Early Childhood Care and Development, MDHS, to reject any or all applications.

Name 
City of Starkville

Organization _____

Date 06/14/2011

Witness 
City of Starkville

Organization _____

Date 06/14/11

5.

APPROVAL OF A CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE AFRO-AMERICAN CULTURAL SOCIETY OF THE GOLDEN TRIANGLE D/B/A "BRICKFIRE PROJECT" FOR ADMINISTRATION OF THE MDHS GRANT NUMBER 467Q612A IN THE AMOUNT OF \$197,911.00

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval of a contract between the City of Starkville and the Afro-American cultural society of the Golden Triangle D/B/A "Brickfire Project" for Administration of the MDHS Grant Number 467Q612A" is enumerated, this consent item is thereby approved.

AGREEMENT FOR GRANT # 467Q612A

This agreement is entered into by and between the City of Starkville, Mississippi (hereafter "Starkville" or "City of Starkville") and the Afro-American Cultural Society of the Golden Triangle, Inc. D/B/A "Brickfire Project" (hereafter "Brickfire Project") as of the 15th day of June, 2011.

WITNESS

WHEREAS, Starkville is a municipality operating under the laws of the State of Mississippi and its local ordinances;

WHEREAS, Starkville is a Sub-Grantee for the Mississippi Department of Human Services Childcare Grant, and

WHEREAS, the Brickfire Project is a non-profit organization and a lower tier sub-grantee for the Department of Human Services located in Starkville, and

WHEREAS, Starkville and the Brickfire Project desire to maintain a relationship for the purpose of obtaining grant funds to provide for child care services to serve Starkville's residents,

NOW, THEREFORE, in consideration of the mutual covenants set forth below, Starkville and the Brickfire Project agree as follows:

1. Purpose. The purpose of this agreement is to encourage and promote local commitment to subsidizing child care services for children of eligible parents.

2. Document Retention.

2.1 The Brickfire Project shall maintain all documents necessary to fulfill all obligations of the Mississippi Department of Human Services Childcare Grant Reference # 467Q612A

2.2 Brickfire Project shall provide documents related to the Mississippi Department of Human Services Childcare Grant to Starkville and to other entities as instructed by Starkville and the State of Mississippi.

3. Legal Compliance.

3.1 The Brickfire Project shall comply with the Mississippi Department of Human Services Subgrantee/Contract Manual and the Office for Children and Youth Policy Bulletins.

3.2 The Brickfire Project shall comply with all State and Federal laws, Guidelines, Rules and Regulations as they pertain to municipalities or local governmental units.

3.3 The Brickfire Project shall comply with the Mississippi State Department of Health's Child Care Licensure regulations and the Program Criteria for Child Care Slots established by the Office for Children and Youth.

3.4 Starkville shall comply with all applicable State and Federal laws.

4. Services.

4.1 The Brickfire Project shall provide child care services and subsidized child care services as outlined in the "Program Criteria for Child Care Slots."

4.2 Starkville shall act as a Grant recipient for the grant from the Department of Human Services, Grant # 467Q612A and shall provide to the Brickfire Project, as the lower tier subgrantee, the grant funds in a reasonable time upon receipt from the granting agency.

5. Notification. The Brickfire Project shall notify Starkville in writing ninety days prior to the contract ending date of any local grants or financial commitments received that will substantiate the ability of the program to continue after the sub-grant ends.

6. Costs. The Brickfire Project shall perform these services at no cost to Starkville.

7. Duration. This Agreement shall remain in effect through the life of the above referenced grant, or until either party has given ninety days notice of termination of the Agreement, whichever comes first. Notwithstanding anything to the contrary, the indemnification provision contained in this Agreement shall survive the termination of this Agreement.

8. Assignment. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void.

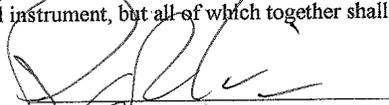
9. Indemnification. The Brickfire Project, along with its directors, officers, employees, representatives, agents, insurers, and/or assigns, agree to assume the defense, hold harmless, and fully indemnify Starkville from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating to the services provided by the Brickfire Project pursuant to this Agreement. This indemnification provision shall survive the termination of this Agreement.

10. Venue. The parties consent to the exclusive jurisdiction and venue of the Circuit Court of Oktibbeha County, Mississippi, for any disputes that are in any way related to this Agreement.

11. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not control or affect the meaning, construction, or interpretation of or constitute a part of this Agreement.

12. Entire Agreement. This writing is intended by the parties as the final, complete, and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to its subject matter. No amendment, modification or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the parties.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original instrument, but all of which together shall constitute one and the same Agreement.



Parker Wiseman, Mayor
City of Starkville, MS

Helen Taylor, CEO
Brickfire Project



Markeeta Outlaw, City Clerk
City of Starkville, MS

6.

APPROVAL OF A PLANNING AND ZONING ITEM #RZ 11-01: A REZONING FROM R-1 (SINGLE FAMILY) TO R-6 (MOBILE HOMES/MHP/MHS) AT 1582 ROCKHILL ROAD AS RECOMMENDED BY STAFF.

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of Planning and Zoning Item #RZ 11-01: A Rezoning from R-1 (Single Family) to R-6 (Mobile Homes/MHP/MHS) at 1582 Rockhill Road as recommended by staff” is enumerated, this consent item is thereby approved.

7.

APPROVAL OF PLANNING AND ZONING ITEM #CU 11-04: A CONDITIONAL USE TO ALLOW MULTI-FAMILY RESIDENTIAL CONDOMINIUM USE IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT AT 701 SPRING STREET AS RECOMMENDED BY STAFF WITH SIX CONDITIONS

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of Planning and Zoning Item #CU 11-04: A Conditional use to allow multi-family residential condominium use in a C-2 (General Business) zoning district at 701 Spring Street with six conditions, as recommended by staff” is enumerated, this consent item is thereby approved.

CONDITIONS

1. The applicant shall obtain all necessary permits prior to the commencement of any construction activities on the site.
2. Certificates of Occupancy for each building shall be obtained from the Building Department prior to the occupancy of any individual units.
3. A condominium plat shall be submitted to the City for review, approval and recording within six (6) months of the approval of the conditional use by the Board of Aldermen.
4. A new conditional use application shall be required if the multi-family residential use of the property ceases for more than six (6) months.
5. The applicant shall obtain Certificates of Occupancy within eighteen (18) months of approval by the Board of Aldermen.
6. All of the above conditions shall be executed fully and faithfully or the conditional use shall become null and void.

8. APPROVAL TO HIRE ANDREW DEMERRITT, KENNETH WILSON, & ALEX LUMMUS, WITH AN ANNUAL SALARY OF \$27,313.35 (GRADE 5 STEP 2) AND NATHAN HERNDON, JONATHAN GOODMAN AND TAURUS YOUNG , WITH AN ANNUAL SALARY OF \$26,517.81 (GRADE 5 STEP 1) TO FILL VACANT POSITIONS AS FIREFIGHTERS IN THE FIRE DEPARTMENT AS RECOMMENDED BY STAFF EFFECTIVE JUNE 17, 2011, EACH WITH A 1-YEAR PROBATIONARY PERIOD AND SATISFACTORY COMPLETION OF ALL REQUIRED TRAINING AND CERTIFICATION WITHIN APPLICABLE TIME FRAMES

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of hiring Andrew Demerritt, Kenneth Wilson, & Alex Lummus at Grade 5 Step 2 with an annual salary of \$27,313.35, and Nathan Herndon, Jonathan Goodman and Taurus Young at Grade 5 Step 1 with an annual salary of \$26,517.81 to fill vacant positions as Firefighters in the Fire Department as recommended by Staff effective June 17, 2011, each with a 1-year probationary period and satisfactory completion of all required training and certification within the specified time frames” is enumerated, this consent item is thereby approved.

9. APPROVAL TO HIRE CHANTEAU WILSON TO FILL THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE MAYOR AND THE BOARD OF ALDERMEN AS RECOMMENDED BY STAFF EFFECTIVE JUNE 30, 2011 WITH 1 YEAR PROBATIONARY PERIOD AND A SALARY OF \$24, 553.19 (GRADE 8 AND STEP 1)

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval to hire Chanteau Wilson to fill the position of Administrative Assistant to the Mayor and the Board of Alderman as recommended by staff effective June 30, 2011 with 1 year probationary period and a salary of \$24,553.19 (Grade 8 and Step 1)” is enumerated, this consent item is thereby approved.

10. APPROVAL TO HIRE MARK CLAY TO FILL THE VACANT POSITION OF LAB TECHNICIAN IN THE WASTEWATER DIVISION OF PUBLIC SERVICES AS RECOMMENDED BY STAFF EFFECTIVE JUNE 30, 2011 WITH A ONE YEAR PROBATIONARY PERIOD AND SALARY 33,333.90, GRADE 11 STEP 1B AND SATISFACTORY COMPLETION OF REQUIRED CERTIFICATION AND TRAINING WITHIN THE SPECIFIED TIME FRAME

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed

items on Consent, whereby the “approval to hire Mark Clay to fill the vacant position of Lab Technician in the Wastewater Division of Public Services as recommended by Staff effective June 30, 2011 with one year probationary period and salary \$33,333.90 Grade 11 Step 1B and satisfactory completion of required certification and training within the allotted time frame” is enumerated, this consent item is thereby approved.

11.

APPROVAL OF THE JOB DESCRIPTION FOR THE POSITION OF ASSISTANT CITY PLANNER AND APPROVAL TO ADVERTISE THE POSITION

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of the job description for the position of Assistant City Planner and approval to advertise the position” is enumerated, this consent item is thereby approved.

**CITY OF STARKVILLE
JOB DESCRIPTION**

Title: Assistant City Planner	Department: Planning
Reports to: City Planner Grade 13	Classification: Exempt—Salary
Date Prepared: May 11, 2011	Approved by Board:

GENERAL POSITION SUMMARY:

Under general direction of the City Planner, implements Comprehensive Plan strategies for mixed use and higher density development, including preparation of design standards for specific areas, neighborhood revitalization plans, and technical assistance on infill and redevelopment projects. Participates in the performance of a full range of complex, responsible, and varied professional, programmatic, administrative, and technical work in support of various City current and/or long range and comprehensive planning programs and capital improvement projects and in the implementation of the City’s general strategic and comprehensive plans as well as related policies and regulations;

ESSENTIAL JOB FUNCTIONS:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the class.

1. Assists with research, drafting, and adoption of development codes and design standards to manage growth according to principles of adopted Comprehensive Plan; this will include Form-based and Smart codes.
2. Works with city staff and design industry professionals to raise the level of design quality in construction, development and project planning.
3. Develop proposals for regulations to improve identified problems, improve City appearance and curb appeal, improve existing ordinances, ensure appropriate zoning, and to ensure environmentally friendly and sustainable development.

4. Coordinating revitalization in older neighborhoods in support of the City's Historic Preservation initiative.
5. Assists city staff with implementation of comprehensive plan strategies regarding green-space development, future land use mapping, overlay districts, and improvements to transportation infrastructure including the proper balance between auto, pedestrian, biking, and mass transportation modes.
6. Assists City Planner in city wide rezoning, redistricting, annexation studies, code text amendment review, comprehensive plan review, and other long-range planning tasks.
7. Performs other duties as assigned. Performs a wide range of duties in support of the Planning & Zoning Commission, Board of Adjustments & Appeals, Historic Preservation Commission, as well as the Board of Aldermen and other appointed boards, commissions and citizen committees; organizes meetings and work sessions; prepares public hearing notices ensuring timely notification of appropriate parties; prepares and presents staff reports to commissions, boards, and community groups, attendance of meetings as may be directed by the City Planner.
8. Assists and participates in planning, coordinating, directing, and preparing complex projects and research studies including phases of the Comprehensive Plan, Strategic Plan, Capital Improvement Plans, Zoning Ordinances, and special studies; preparation of reports and analysis regarding long-range and comprehensive planning, land use, zoning, urban design, historic preservation, population trends and forecasting, transportation issues, community needs, and industrial needs.
9. Serves as the liaison for assigned functions and projects of the Planning Division with other divisions, departments, particularly with the City's GIS coordinator, as well as with outside agencies as assigned by the City Planner.
10. Personally manages complex, highly visible, sensitive and/or controversial projects; administers various capital improvement plan projects; long-range and comprehensive plans, analyzes planning and both existing and future land uses.
11. Interprets provisions of the City's municipal code and associated state and federal regulations for staff, City boards, and the public; researches and responds to officials' requests for information.

OTHER FUNCTIONS:

1. Perform other duties as assigned or directed.
2. Attend meetings, training, and workshops as may be required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge, Skills, and Abilities:

1. Operations, services, and activities of a community planning and development program in a local government organization. Knowledge of federal, state and local laws, codes and regulations as they relate to comprehensive strategic and long-range plans, capital improvement plans and projects, zoning, subdivision of land and environmental issues.
2. Techniques for effectively representing the City in presentations and negotiations with governmental agencies, community groups, business, professional and regulatory bodies and the general public.
3. Prepare and present technical data in verbal, written, graphic, and map form to City management staff and variety of boards and commissions; specialized computer applications, such as MS Office, GIS and AutoCAD.
4. Work under steady pressure with frequent interruptions and a high degree of public contact by phone and/or in person.
5. Communicating effectively with officials, co-workers, subordinates, the general public, representatives of organizations and others sufficient to exchange or convey information and receive work direction.

Mandatory Requirements:

High school diploma or equivalent; Graduation from an accredited four-year college or university with a degree in land-use planning, urban planning, public administration, architecture, landscape architecture, or a closely related field, and one year of experience in municipal planning with demonstrated knowledge of long-range and economic development planning; or any equivalent combination of education and experience. A Master’s degree is desirable and may substitute for one year of experience. Certification from the American Institute of Certified Planners is desired.

License or Certificate:

At the option of the appointing authority or the City, persons hired into this class may be required either to possess at entry or obtain within specified time limits designated licenses, professional registration, certification or specialized education and training related to the area of assignment. Must possess and maintain a valid driver’s license and a satisfactory driving record.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

Environment:

Work is performed primarily in a standard office environment with some travel to different sites; occasionally works in outside weather conditions; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

While performing the duties of this job, the employee is regularly required to sit and stand; talk and hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; reach with hands and arms. The employee may occasionally lift or move objects up to 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus. Hear in the normal audio range with or without correction.

Mental Demands:

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public.

TOOLS AND EQUIPMENT USED:

Computer, including word processing, data base, Internet, spreadsheet programs, ArcGIS, AutoCAD and MS Office; calculator, telephone, copy machine, fax machine and postage machine. This position requires use of City vehicles.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

12.

APPROVAL TO PROCEED WITH THE PROPOSED ORGANIZATIONAL CHANGES, PROMOTIONS, JOB DESCRIPTIONS AND ADVERTISEMENTS FOR THE POSITIONS AS PRESENTED

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval to proceed with the proposed organization changes, promotions, job descriptions and advertisements for the positions as presented” is enumerated, this consent item is thereby approved.

CHANGES, PROMOTIONS, REVISED JOB DESCRIPTIONS

1. Expanding Lead Foreman’s duties to include supervision of all divisions of the sanitation and environmental services Department without compensation or job classification changes
2. Hire a Janitorial Service
3. Promote Chris Smiley from Crew Leader 2 Grade 5 Step 5 \$20, 762.47 to Grade 7 Step 1B \$22,767.50 and six month probation
4. Advertise an Operator 1 position Grade 5 Step 1 \$18,447.16
5. Advertise a Maintenance Worker Grade 4 Step 4 \$18,325.21
6. Advertise Equipment Operator Grade 6 Step 1 \$20,291.89
7. Create/Advertise Scale Operator Grade 6 Step 1 \$20,291.89
8. Create/Advertise Driver Foreman Grade 8 Step 1 \$24,553.19”

13.

APPROVAL OF THE MAY 3, 2011 REGULAR MEETING MINUTES OF THE MAYOR AND BOARD OF ALDERMEN

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of the May 3, 2011 regular meeting minutes of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved

14.

APPROVAL OF THE MAY 17, 2011 RECESS MEETING MINUTES OF THE MAYOR AND BOARD OF ALDERMEN

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of the May 17, 2011 Recess Meeting Minutes of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

15.

APPROVAL OF THE APPLICATION FOR PLANNING THE DESIGN 2011 DISCRETIONARY GRANT OF RUSSELL STREET AS GRAND BULLYVARD: A LIVABILITY RETROFIT OF HIGHWAY 12.

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of the application for Planning the Design 2011

Discretionary Grant of Russell Street as Grand Bullyvard: A Livability Retrofit of Highway 12” is enumerated, this consent item is thereby approved

16.

APPROVAL TO ADVERTISE FOR LETTERS OF INTEREST FOR THE VACANCIES OF THE UNEXPIRED TERMS ON THE STARKVILLE HOUSING AUTHORITY.

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval to advertise for letters of interest for the vacancies of the unexpired terms on the Starkville Housing Authority” is enumerated, this consent item is thereby approved

17.

APPROVAL OF CHANGE ORDER #1 REGARDING THE SEAL COAT AND MARK PARRALLEL TAXIWAYS AND RAMPS PROJECT AT GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$36,388.52 FUNDED BY THE 2011 MDOT MULTI-MODAL GRANT MM-0068-0511

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of change order #1 regarding the seal coat and mark parallel taxiways and ramps project at George M. Bryan field in the amount of \$36,388.52 funded by the 2011 MDOT Multi-Modal Grant MM-0068-0511” is enumerated, this consent item is thereby approved.

18.

APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF JUNE 2, 2011.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and adopted by the Board to approve the June 7, 2011 Official Agenda, and to accept items for Consent, whereby the "Claims Docket #06-07-11-A which contains claims from all departments (excluding Fire), through June 2, 2011, totaling \$3,669,908.04" is enumerated, this consent item is thereby approved.

**CLAIMS DOCKET
06-07-11-A
JUNE 2, 2011**

General Fund	001	\$468,930.16
Restricted Police Fund	002	2,992.63
Restricted Fire Fund	003	0.00
Airport Fund	015	2,355.19
Sanitation	022	102,250.59

Landfill	023	6,794.95
Computer Assessments	107	3,827.97
City Bond and Interest	202	0.00
2009 Road Maint. Bond	304	203,720.58
Fire Station No. 5	306	0.00
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	20,830.58
Water/Sewer	400	140,211.63
Vehicle Maintenance	500	23,461.10
Hotel/Motel	610	13,892.20
2% (VCC, EDA, MSU)	630	60,761.70
Electric		2,619,878.76
TOTAL CLAIMS		\$3,669,908.04

19.

**APPROVAL TO ADVERTISE FOR BIDS THE
SOURCE OF SUPPLY ITEM SC-1 ASPHALT
FOR THE SECOND QUARTER OF 2011**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval to advertisement for bids for the Source of Supply item SC-1 Asphalt for the second quarter of 2011” is enumerated, this consent item is thereby approved.

20.

**APPROVAL OF NEEL SCHAFFER AS THE CONSULTANT TO PERFORM
CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES
RELATED TO THE LOUISVILLE STREET WIDENING AND SIDEWALK
PROJECT AND AUTHORIZATION TO ENTER INTO A CONTRACTUAL
AGREEMENT TO PROVIDE SAID SERVICES**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of Neel Schaffer as the consultant to perform construction engineering and inspection (CE&I) services related to the Louisville Street widening and sidewalk project and authorization to enter into a contractual agreement to provide said services” is enumerated, this consent item is thereby approved.

21.

**APPROVAL OF PEPPER-WOOTEN AS THE CONSULTANT TO PERFORM A
HYDROLOGY AND HYDRAULICS (H&H) STUDY AND LOMR
APPLICATION AND OTHER SERVICES RELATED TO THE CARVER DRIVE**

**DRAINAGE PROJECT AND AUTHORIZATION TO ENTER INTO A
CONSTRUCTUAL AGREEMENT TO PROVIDE SAID SERVICES**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of consultant to perform a hydrology and Hydraulics (H&H) study and LOMR application and other services related to the Carver Drive Drainage project and authorization to enter into a contractual agreement to provide said services” is enumerated, this consent item is thereby approved.

22.

**APPROVAL OF THE ACCEPTANCE OF FIRE STATION #5 LOCATED AT
1215 REED ROAD INTO SERVICE FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of the acceptance of Fire Station #5, located at 1215 Reed Road, into service for the City of Starkville “is enumerated, this consent item is thereby approved.

23.

**APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR CITY
ENGINEER, EDWARD KEMP, PER THE CITY OF STARKVILLE
EDUCATIONAL ASSISTANCE POLICY.**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval of educational assistance benefits for City Engineer, Edward Kemp, per the City of Starkville Educational Assistance Policy” is enumerated, this consent item is thereby approved.

POLICY PROCEDURE (Educational Assistance Program)

1. The employee should meet with his/her supervisor and department director to discuss their desire to continue their education and the specific course-work requested to be approve, It is the employee’s responsibility to allow adequate time for such request to be considered and, if applicable, approved through all steps prior to enrolling for the requested class, seminar or program.
2. The employee shall complete an Educational Assistance Form requesting approval and shall attach any relevant information to support the request.
3. The employee shall submit the completed Educational Assistance Form and supporting documentation to their supervisor and department director for approval.

4. If approved by the department director, the department director will forward the request to the Personnel Officer of the City who will review the request to ensure compliance with this policy. If the request does not meet the requirements of this policy, the Personnel Officer will discuss any issues with the department director.
5. When the request is approved by the Personnel Officer, the department director will submit the request to the Mayor and Board for their approval.
6. After approval by the Mayor and Board, the department director will notify the employee in writing of the approval and authorize the employee to enroll in the approved course(s).
7. After completion of the approved course(s), the employee shall submit a reimbursement request, accompanied by their grade report, to the Personnel Officer. This request must be submitted within thirty (30) days after completion of the course. The Personnel Officer shall process the request and submit to the City Clerk's Office for payment. Receipts are required to justify all expenses for reimbursement.

24.

**APPROVAL OF CHIEF LINDLEY TO ATTEND THE MISSISSIPPI
ASSOCIATION OF CHIEFS OF POLICE 2011 SUMMER EDUCATIONAL
CONFERENCE IN BILOXI, MISSISSIPPI ON JUNE 20-23, 2011, WITH
ADVANCE TRAVEL**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval of Chief Lindley to attend the Mississippi Association of Chiefs of Police 2011 Summer Educational Conference in Biloxi, Mississippi on June 20-23, 2011, with advance travel" is enumerated, this consent item is thereby approved

25.

**APPROVAL OF TUITION REIMBURSEMENT TO LIEUTENANT MALVIN
DAILEY FOR SIX (6) CREDIT HOURS AT A COST OF \$1,855.00**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval of tuition reimbursement to Lieutenant Malvin Dailey for six (6) credit hours at a cost of \$1,855.00" is enumerated, this consent item is thereby approved.

26.

**APPROVAL TO PURCHASE A FLOW METER FROM CSI, A SOLE SOURCE
PROVIDER, IN THE AMOUNT OF \$10,150.00**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval to purchase a Flow Meter from CSI, a sole source provider, in the amount of \$10,150.00” is enumerated, this consent item is thereby approved. *(note: CSI supplies and programs the City's SCADA system in which the Flow Meter needs to be compatible.)*

27.

**APPROVAL TO ADVERTISING FOR BIDS FOR A TRACTOR FOR THE
LANDSCAPE DIVISION OF THE SANITATION AND ENVIRONMENTAL
SERVICES DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly second by Alderman Eric Parker, and adopted by the Board to approve the June 7, 2011 Official Agenda, and to accept listed items on Consent, whereby the “approval to advertising for bids for a tractor for the Landscape Division of the Sanitation and Environmental Services Department” is enumerated, this consent item is thereby approved.

END OF CONSENT

COMMENTS MAYOR AND BOARD

Mayor Parker Wiseman informed the Board of the need to have a Financial Work Session with Government Consultants, Inc. representative Demery Grubbs at 5:00 p.m. June 21, 2011, prior to the next Board Meeting.

Mayor Parker Wiseman introduced and welcomed the City's new employee -
Mr. Thomas Ware - Operator 2- Wastewater Division of Public Services.

Alderman Roy A'. Perkins commented on the upcoming retirement of long time city employee Ms. Sara McHann, and her valued service to the City of Starkville. He further instructed City Planner Ben Griffith and CAO Lynn Spruill to express his appreciation and gratitude to her, on his behalf, for her years of service.

Alderman Roy A'. Perkins presented a personally purchased plaque to the City's Chief Administrative Officer, Ms. Donna Lynn Spruill, recognizing her as the June 2011 Employee of the Month, stating that "she is THE PERFECT CHOICE."

Alderman Henry Vaughn, Sr. thanked the Mayor and various city departments for their participation and contribution to the success of the Ward 7 Day in the Park.

CITIZEN COMMENTS

Alvin Turner thanked Markeeta and John Outlaw, the Landfairs' and Alderman Sistrunk for helping to make the NAACP Banquet a success. Mr. Turner also informed the Board

of Aldermen that the citizens are waiting on a 'dangerous curve' sign on Long Street and a 'low or 9 ft. clearance' sign on Washington Street. He also noted that parking on Lafayette Street presents a danger for pedestrians. Mr. Turner asked the Board to get MDOT to look at the situation on the By-pass near the area where there has been 2 fatalities.

Rafiq Mateen requested permission to lease/rent a city owned building located on Washington Street.

Chris Taylor made a second request to the Board soliciting their assistance in changing the School Board's meeting day and time so as not to conflict with that of the Board of Aldermen which is set by statute.

Anita Lindsey requested additional funding for the Starkville Community Day which was approved for June 18, 2011 in the J.L. King Park.

PUBLIC APPEARANCES

Presentation from Mr. Freddie Rasberry of Habitat for Humanity requested the City to waive landfill tipping fees for Habitat for Humanity as allowed in Section 21-19-65 of the Mississippi Code of 1972, annotated.

28.

A MOTION TO WAIVE LANDFILL TIPPING FEES FOR HABITAT FOR HUMANITY AS PROVIDED FOR IN SECTION 21-19-65 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED

There came for consideration the matter of Landfill tipping fees being charged to Habitat for Humanity. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey to waive Landfill tipping fees for Habitat for Humanity as provided for in §21-19-65 of the Mississippi Code of 1972, annotated, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Absent</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

Presentation from Ms. Anita Lindsey was removed; request for in-kind services in the amount of \$1,088.00 was approved and added to the consent agenda.

PUBLIC HEARINGS - None

BOARD BUSINESS

Alderman Sandra Sistrunk gave an update of the Budget Committee's activities. She has projected early September for adoption of the Budget.

Note: Ben Carver exits the meeting room.

29.

A MOTION TO APPROVE THE CLAIMS DOCKET FOR THE FIRE DEPARTMENT FOR THE PERIOD ENDING JUNE 2, 2011

There came for consideration the matter of approving the claims docket for the Fire Department. After discussion, and

upon the motion of Alderman Henry Vaughn, duly seconded by Alderman Roy A' Perkins to approve claims submitted by the Fire Department for the period ending June 2, 2011 in the amount of \$20,972.10, the Board voted as follows:

Alderman Ben Carver	voted: <u>Recusal</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Absent</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

**FIRE DEPARTMENT CLAIMS
PERIOD ENDING JUNE 2, 2011
DOCKET #06-07-11-A**

FIRE DEPARTMENT	001-161	\$ 7,236.98
FIRE PREVENTION	001-162	\$ 1,178.87
FIRE TRAINING	001-163	\$ 3,769.41
FIRE COMMUNICATIONS	001-164	\$ 2,377.01
FIRE STATIONS & BLDGS	001-167	\$ 6,409.83
	TOTAL	\$20,972.10

NOTE: Alderman Ben Carver rejoined the meeting

30.

A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF DISCUSSIONS REGARDING PENDING LITIGATION OF THE CITY OF STARKVILLE VERSUS ANN LINDSAY SMITH AND DIANNE LINDSAY IS PROPER CAUSE FOR EXECUTIVE SESSION

There came for consideration the matter of approving to enter into a closed session to determine discussions regarding pending litigation to the City of Starkville versus Ann Lindsay smith and Dianne Lindsay. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, to enter into a Closed Determination Session, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Absent</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

31.

A MOTION TO EXIT CLOSED SESSION AND RE-ENTER OPEN SESSION

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver to exit Closed Session and re-enter Open Session to announce the result of the Closed Session, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Absent</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

NOTE:

The Mayor Announced That Discussion Regarding The Pending Litigation Of The City Of Starkville Versus Ann Lindsay Smith And Dianne Lindsay Is Proper Cause For Executive Session

32.

A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS THE CASE OF CITY OF STARKVILLE VERSUS ANN LINDSAY SMITH & DIANNE LINDSAY

There came for consideration the matter of approving the Board's entrance into Executive Session to discuss the case of the City of Starkville versus Ann Lindsay Smith and Dianne Lindsay. After discussion, and

upon the motion of Alderman Ben Carver, duly seconded by Alderman Sandra Sistrunk, to enter Executive Session to discuss the lawsuit of Ann Lindsay Smith and Dianne Lindsay -vs- The City of Starkville, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Absent</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

33.

A MOTION TO HIRE STUART STAFFORD IN THE CASE OF CITY OF STAKVILLE -VS- ANN LINDSAY SMITH AND DIANNE LINDSAY AT A COST OF \$150.00 PER HOUR, NOT TO EXCEED \$1,000.00 FOR APPRAISAL SERVICE, EXCLUDING TESTIMONY, DEPOSITION AND TRIAL TIME.

There came for consideration the matter of approving to hire Stuart Stafford in the case of the City of Starkville -vs- Ann Lindsay Smith and Dianne Lindsay at a cost of \$150.00 per hour, not to exceed \$1,000.00 for appraisal service, excluding testimony, depositions, and trial time. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Henry Vaughn Sr., to hire Stuart Stafford for appraisal service in the City of Starkville -vs- Ann Lindsay Smith and Dianne Lindsay, at a cost of \$150.00 per hour not to exceed \$1,000.00, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
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Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Absent</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried. *(Note: The not to exceed amount is for appraisal service only. Charges for testimony, depositions and trial time are in addition to the appraisal service.)*

34.

**A MOTION TO EXIT EXECUTIVE SESSION
AND RE-ENTER OPEN SESSION**

upon the motion of Alderman Henry Vaughn Sr., duly seconded by Alderman Richard Corey, to exit Executive Session and re-enter Open Session, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Absent</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

NOTE: Mayor requested the motion from Executive Session be read aloud by City Clerk Markeeta Outlaw.

35.

**A MOTION TO RECESS UNTIL
5:30 P.M., JUNE 21, 2011**

There came for consideration the matter of approving motion to recess until 5:30 P.M. June 21, 2011. After discussion, and

upon the motion of Alderman Henry Vaughn Sr., duly seconded by Alderman Ben Carver, to recess, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Absent</u>

Alderman Roy A'. Perkins voted: Yea
Alderman Henry Vaughn, Sr. voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2011.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR

(SEALED)