

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 7, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on November 7, 2017 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little requested item XI. B. 2. d be removed from the agenda in that the item is not ready to go forward at this time.

XI. B. 2. d. DISCUSSION AND CONSIDERATION OF FP 17-07: FINAL PLAT COUNTRY CLUB ESTATES PHASE 3-B, APPROVAL FOR SUBDIVIDING +/- 10.95 ACRE PARCEL INTO 16 LOTS LOCATED AT THE EAST END OF TURNBERRY LANE AND CYPRESS POINT ROAD IN A R-4 ZONE WITH THE PARCEL NUMBER 106 -14-013.00 WITH REQUESTED CONDITIONS.

Alderman Miller requested the following item be added to the Consent Agenda:

X. E. CONSIDERATION OF APPROVING THE REVISED PERSONNEL POLICY MANUAL.

There being no objections, the item was added to the Consent Agenda.

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the November 7, 2017 Agenda. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, NOVEMBER 7, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 19, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 3, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introduction: Police Officer Chris Gregory

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. CHRIS AYERS FROM STARKVILLE IN MOTION TO OUTLINE AND PRESENT THE ORGANIZATION'S PROGRAMS IN THE CITY OF STARKVILLE.

B. PASTOR JOSEPH STONE FROM SECOND BAPTIST CHURCH TO SPEAK ON CHURCH CONSTRUCTION PROJECT.

VIII. PUBLIC HEARING

A. FIRST PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, AS AMENDED BY ORDINANCE 2017-7, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

IX. MAYOR'S BUSINESS

A. CONSIDERATION AND APPROVAL OF A RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE EXTEND THE FUNDING OF THE 2% FOOD AND BEVERAGE TAX FOR THE CITY OF STARKVILLE UNTIL JUNE 30, 2022.

B. CONSIDERATION OF THE APPROVAL OF THE ENGAGEMENT LETTER FROM WATKINS, WARD AND STAFFORD FOR THE FISCAL YEAR 2017 AUDIT FOR THE CITY OF STARKVILLE.

C. CONSIDERATION OF APPROVING THE FOUR (4) YEAR STARKVILLE CAPITAL IMPROVEMENT PROJECT PLAN FOR STREETS, PARKING AND DRAINAGE PROJECTS.

D. CONSIDERATION OF A SIX (6) MONTH EXTENSION ON THE AGREEMENT FOR THE SALE OF THE LAGOON LOCATED ON THE HIGHWAY 12 BYPASS.

E. CONSIDERATION OF A PAYING AGENT AGREEMENT WITH WHITNEY BANK d/b/a HANCOCK BANK FOR THE SERIES 2017 \$7,000,000 GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS.

X. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFORE AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

B. CONSIDERATION OF A RESOLUTION AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, IN ONE OR MORE SERIES, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

C. CONSIDERATION OF BIDDING OUT ANY AND ALL ASPHALT WORK RELATING TO THE CITY'S FOUR-YEAR CAPITAL IMPROVEMENT PLAN PURSUANT TO MISS. CODE ANN. SECTION 31-7-13(C).

D. CONSIDERATION OF ASKING THE PERSONNEL DIRECTOR TO CONDUCT A SALARY/PAY ANALYSIS OF THE EMPLOYMENT POSITIONS WITH THE CITY OF STARKVILLE AND PROVIDE A REPORT TO THE MAYOR AND BOARD OF ALDERMEN ON DECEMBER 19, 2017.

E. CONSIDERATION OF APPROVING THE REVISED PERSONNEL POLICY MANUAL.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 101D-00-272.00, ANTIOCH BAPTIST CHURCH, 522 EAST GILLESPIE STREET, TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY DURING ITS REGULAR MEETING ON DECEMBER 5, 2017, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE.
- b. CONSIDERATION OF DIRECTING STAFF TO OBTAIN BIDS WITHIN FOR DEMOLITION, DEBRIS REMOVAL, AND RELOCATION OF INFRASTRUCTURE FOR THE PROPERTY LOCATED AT 100 EAST DR. MARTIN LUTHER KING, JR. DRIVE AND PRESENT BIDS AT THE FEBRUARY 6, 2018 BOARD OF ALDERMEN MEETING.
- c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 102B-00-323.00, SECOND BAPTIST CHURCH, 314 YEATES STREET TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY DURING ITS REGULAR MEETING ON DECEMBER 5, 2017, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE.

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF VA 17-16: A REQUEST BY SER LLC FOR VARIANCE RELIEF FROM SIDEWALK REQUIREMENTS ON A LOT LOCATED +/-250' EAST OF INDUSTRIAL PARK ROAD ON THE NORTH SIDE OF SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL # 102N-00-005.01
- b. DISCUSSION AND CONSIDERATION TO APPROVE WITH CONDITION THE SPECIAL EVENTS REQUEST FOR THE 2017 CHRISTMAS PARADE EVENT WITH IN-KIND SERVICES TO BE HELD MONDAY, NOVEMBER 27, 2017.
- c. DISCUSSION AND CONSIDERATION OF THE 2017 MISSISSIPPI CHAMPIONSHIP STEAK COOKOFF AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON NOVEMBER 18, 2017 WITH THE CONDITION THAT PROOF OF INSURANCE BE PROVIDED.

A. COURTS

1. CONSIDERATION TO EXTEND SERVICES WITH LEXIS NEXIS TO PROVIDE THE STARKVILLE MUNICIPAL COURT WITH ACCESS TO THE MISSISSIPPI CODE AND LEGAL RESEARCH FROM 11/1/2017 THROUGH 10/31/2020 AT A RATE OF \$321.00 PER MONTH.

B. ENGINEERING

1. REQUEST APPROVAL FOR CODY BURNETT TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE FALL 2017 SEMESTER TO TAKE MASTER'S LEVEL COURSES IN CIVIL ENGINEERING WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,500.00.
2. REQUEST AUTHORIZATION FOR THE CITY ENGINEER TO ADVERTISE FOR ALL CONSTRUCTION PROJECTS, CONSTRUCTION RELATED MATERIALS, CONSTRUCTION RELATED QUOTES, AND CONSULTANT RFPS, AS NEEDED FOR THE FOUR-YEAR CAPITAL IMPROVEMENT PROJECTS WITHIN THE BUDGETS PREVIOUSLY ALLOCATED AND APPROVED BY THE STARKVILLE BOARD OF ALDERMEN; AND IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES; AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE ALL CONSTRUCTION AND CONSULTANT CONTRACTS WITH FIRMS OR COMPANIES LISTED BELOW AND ACCEPT CONSTRUCTION MATERIALS QUOTES, AS NEEDED, FOR THE FOUR-YEAR IMPROVEMENT PROJECTS WHICH ARE LESS THAN \$50,000 IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES AND AS REVIEWED AND APPROVED BY THE CITY ATTORNEY.

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2017 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR GENERAL SOURCE OF SUPPLY BIDS FOR ALL DEPARTMENTS WITHIN THE CITY OF STARKVILLE FOR THE PERIOD JANUARY 1, 2018 THROUGH JUNE 30, 2018.

D. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENGAGE JMCM CONSULTING TO PREPARE A PROJECT PLAN AND APPLICATION FOR THE 2017 ASSISTANCE TO FIREFIGHTER GRANT PROGRAM AT A FEE OF 5% OF THE FEDERAL GRANT AMOUNT TO BE PAID FROM CITY FUNDS.

E. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

F. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

G. PERSONNEL

1. CONSIDERATION OF APPROVAL TO ADVERTISE TO FILL A FIREFIGHTER POSITION, IN THE STARKVILLE FIRE DEPARTMENT AND AUTHORIZATION TO ADVERTISE FOR THREE (3) PART-TIME CERTIFIED FIREFIGHTERS.

2. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A PART-TIME SECRETARY, IN THE SANITATION & THE ENVIRONMENTAL SERVICES DEPARTMENT.
3. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER POSITION, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
4. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A VACANT PART-TIME INTERN POSITION FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.
5. CONSIDERATION OF APPROVAL TO HIRE BETHANY ALLEN WEEKS AND STEVEN LANE, AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT AND REQUEST AUTHORIZATION TO RETAIN CANDIDATE CALVIN WATERS FROM THE SELECTION PROCESS HELD ON OCTOBER 10, 2017 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.
6. CONSIDERATION OF APPROVAL TO HIRE CHRISTIE ROGERS, AS THE EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
7. CONSIDERATION OF APPROVAL TO HIRE TANNER STUART, AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.
8. CONSIDERATION OF APPROVAL TO HIRE TAMEKA HARRIS, AS THE PAYROLL/COLLECTOR CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.
9. CONSIDERATION OF APPROVAL TO HIRE DERRICK BIRCHFIELD, DNIJEE ROBINSON AND ELI SEABROOKS AS MAINTENANCE WORKERS I IN THE UTILITES WATER DEPARTMENT.
10. CONSIDERATION OF APPROVAL TO HIRE JARED RABREN, AS THE AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.
11. CONSIDERATION OF APPROVAL TO HIRE JACQUINE POSLEY, AS THE PROCESSING CLERK IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

H. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

I. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE EQUIPMENT AND SERVICES FOR SEDC'S METER DATA MANAGEMENT SYSTEM (MDM) AS PART OF AN ONGOING

INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS.

2. REQUEST AUTHORIZATION TO PURCHASE THE FINAL EQUIPMENT NEEDED TO COMPLETE CONVERSION TO SEDC'S MULTI-SERVICE PLATFORM.

3. REQUEST AUTHORIZATION FOR ROBBY GILLILAND TO TRAVEL TO JACKSON, TN TO ATTEND TVPPA LINE WORKER TROUBLESHOOTING LAB 5 ON DECEMBER 4-8, 2017 AT A TOTAL COST NOT TO EXCEED \$1,820 WITH ADVANCE TRAVEL.

4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE (5) 69 KV POTENTIAL TRANSFORMERS TO ADDRESS SYNC CHECK ISSUES WITH MSU GENERATION AND TO PROVIDE ACCURATE FAULT LOCATING INFORMATION FROM GARNER LUMLEY FOR A TOTAL PRICE OF \$28,350.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 21, 2017 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 34:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 19, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the September 19, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 3, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the October 3, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

4. CONSIDERATION AND APPROVAL OF A RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE EXTEND THE FUNDING OF THE 2% FOOD AND BEVERAGE TAX FOR THE CITY OF STARKVILLE UNTIL JUNE 30, 2022.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution requesting the Mississippi Legislature extend the funding of the 2% food and beverage tax for the City of Starkville until June

30, 2022“ is enumerated, this consent item is thereby approved.

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

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

1. By Chapter 950, Local and Private Laws of 1994, the Mississippi Legislature provided authority for Starkville to impose a two percent (2%) economic development, tourism, and convention tax on the gross revenue of restaurants within the City limits derived from the sale of prepared food and alcoholic and non-alcoholic beverages. The two percent (2%) tax was voted on, and approved, in a referendum of the qualified electors of the City.
2. During the Regular Legislative Session of 2004, House Bill 1833 was enacted which amended the entities receiving distribution of the proceeds of the two percent (2%) tax, amended the percentage of distribution of those proceeds, and extended the two percent (2%) tax through June 30, 2015.
3. During the Regular Legislative Session of 2015, House Bill 1664 was passed which extended the term of the entities receiving the distribution through June 30, 2018.
4. A portion of the proceeds from the two percent (2%) tax are obligated to service debt on the City’s Sportsplex through 2026.
5. Since its enactment, the two percent (2%) tax has been instrumental in promoting economic development and tourism in the City of Starkville and the surrounding area.
6. Because the two percent (2%) tax has greatly benefitted the City and its citizens, Starkville wishes to extend it for an additional term of four (4) years, at the same distribution level, and to the same entities, as established in House Bill 1833.
7. Because Starkville simply seeks to extend the current legislation for an additional four (4) year term, and does not seek to: (1) adjust the amount of the tax, (2) adjust the entities receiving the proceeds from the tax, or (3) adjust the percentage of distribution of the proceeds that each entity receives, Starkville requests to be relieved of having to hold a referendum on the issue.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board seeks the extension of the two percent (2%) economic development, tourism, and convention tax for an additional four (4) year term, through and including June 30, 2022, with all other terms and conditions remaining the same.

After discussion, Alderman David Little moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Patrick Miller. The Mayor then put the question to a vote, and the result was as follows:

Alderman Ben Carver
Alderman Sandra Sistrunk

Voted: yea
Voted: yea

Alderman David Little	Voted: yea
Alderman Jason Walker	Voted: yea
Alderman Patrick Miller	Voted: yea
Alderman Roy A'. Perkins	Voted: yea
Alderman Henry N. Vaughn	Voted: yea

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 7th day of November, 2017.

D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

Lesa Hardin, City Clerk /CFO
Starkville, Mississippi

5. CONSIDERATION OF THE APPROVAL OF THE ENGAGEMENT LETTER FROM WATKINS, WARD AND STAFFORD FOR THE FISCAL YEAR 2017 AUDIT FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the engagement letter from Watkins, Ward and Stafford for the Fiscal Year 2017 audit for the City of Starkville“ is enumerated, this consent item is thereby approved.



WATKINS, WARD and STAFFORD
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Thomas J. Browder, CPA
Stephen D. Flake, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA

October 11, 2017

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

We are pleased to confirm our understanding of the services we are to provide the City of Starkville for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Starkville as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Starkville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Starkville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

Audit Objectives

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and

fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

Audit Procedures—Compliance

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

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

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Starkville in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

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

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

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

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

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and

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

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

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

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

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we

maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

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

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

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

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

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

November 8-9, 2017 Preliminary planning field work (4 auditors) – a more detailed information request will be provided to the City Clerk at the conclusion

December 11-14, 2017 Audit field work (4 auditors)

January 2018 Presentation of governmental funds in draft format to the Board

30 days after release of PERS audit by State of Mississippi – draft audit report for management review (the PERS report release date has been late February the past several years)

45 days after release of PERS audit by State of Mississippi – final audit report

Meeting with the Board of Alderman to present final audit report

(Any modifications to this time frame must be agreed to in writing. Beginning with the November 8th commencement of the audit, WWS will communicate via email each week to the City Clerk, Mayor, and Chair of the Audit/Budget Committee, the status of the audit including pending information requests, issues, and any other matters deemed important.)

The audit will be performed within the time frame as stipulated above. If the data as requested by us is provided in full and the audit commences upon completion of such provision, we will agree to a penalty of 10% of the contract price for every thirty days that the delivery date of the audit report extends beyond March 31, 2018.

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

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account is not paid within the time required by Miss. Code Section 31-7-301, et sequential, and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. No additional fees will be billed unless agreed to in writing.

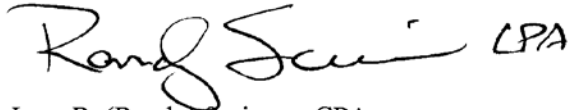
Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Starkville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you

agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Watkins, Ward and Stafford, PLLC
Certified Public Accountants

A handwritten signature in black ink that reads "Randy Scrivner CPA". The signature is fluid and cursive, with the letters "Randy" and "Scrivner" connected, and "CPA" written separately to the right.

Jerry R. (Randy) Scrivner, CPA
Partner

RESPONSE:

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

Governance signature: _____

Title: Mayor

Date: _____

Management signature: _____

Title: City Clerk

Date: _____



HENDERSON HUTCHERSON
& MCCULLOUGH, PLLC

Certified Public Accountants

System Review Report

September 11, 2014

To the Owners of
Watkins, Ward and Stafford, PLLC
and to the Peer Review Committee of
the Mississippi Society of Certified Public
Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Watkins, Ward and Stafford, PLLC (the firm) in effect for the year ended April 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered review by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included (engagements performed under *Government Auditing Standards*; and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Watkins, Ward and Stafford, PLLC in effect for the year ended April 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency (ies), or fail. Watkins, Ward and Stafford, PLLC has received a peer review rating of pass.

*Henderson Hutcherson
& McCullough, PLLC*

1200 MARKET STREET | CHATTANOOGA, TN 37402 | T 423.756.7771 | F 423.265.8125 | WWW.HHMCPPAS.COM

AN INDEPENDENT MEMBER OF THE BDO SEIDMAN ALLIANCE

6. CONSIDERATION OF APPROVING THE FOUR (4) YEAR STARKVILLE CAPITAL IMPROVEMENT PROJECT PLAN FOR STREETS, PARKING AND DRAINAGE PROJECTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a recommended four-year project listing and funding allocation for sidewalk, drainage, overlay, and roadway related projects. It was built on a \$7.2 Million infrastructure budget from a \$7.5 Million bond issuance over the next 4 years” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF A PAYING AGENT AGREEMENT WITH WHITNEY BANK d/b/a HANCOCK BANK FOR THE SERIES 2017 \$7,000,000 GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Paying Agent Agreement with Whitney Bank d/b/a Hancock Bank, for the \$7,000,000 General Obligation Taxable Development Bonds, Series 2017” is enumerated, this consent item is thereby approved.



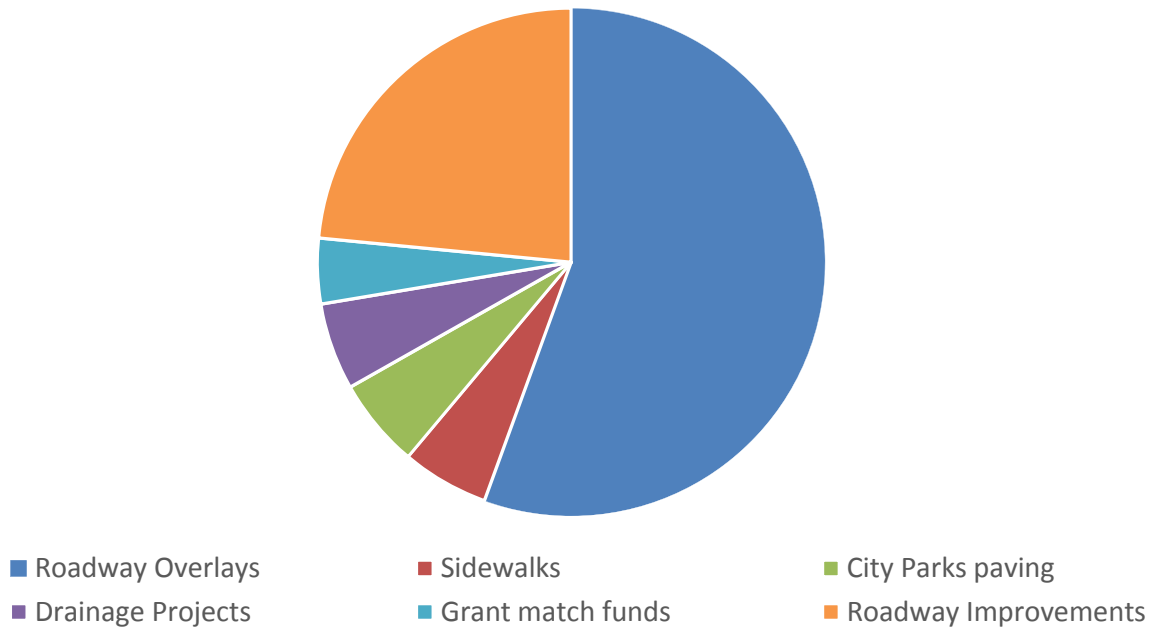
CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

4 YEAR PROJECT LIST ALLOCATION AND OVERALL BUDGET

10/30/2017

PROJECT CATEGORY	ALLOCATION	
Street Overlay Projects- \$1 Million per year for 4 years	\$4,000,000.00	56%
Sidewalk Projects- \$100,000 per year for 4 years	\$400,000.00	6%
Park and Recreation Parking Lot Improvements	\$410,000.00	6%
Drainage Improvement Projects- \$100,000 per year for 4 years	\$400,000.00	6%
Local Match for Grant funded projects- \$75,000 per year for 4 years	\$300,000.00	4%
Capital Roadway Improvements and Planning	\$1,690,000.00	23%
	\$7,200,000.00	100%

4 Year Project List Allocation



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MISSISSIPPI'S COLLEGE TOWN
CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

17059- COST ESTIMATE FOR PARK AND RECREATION ASPHALT IMPROVEMENTS

10-27-17

J.L. King Park Improvements

Description	Estimated Cost
Access Road & Parking Lot North of J.L. King Park (Overlay and Striping)	\$47,586.25
Parking Lot on Long Street (Crack Sealing, Seal Coat and Striping)	\$6,367.59
Parking Lot on J.W. Mosley Drive (Crack Sealing, Seal Coat and Striping)	\$6,367.59

Estimated Project Total = \$60,321.44

McKee Park Improvements

Description	Estimated Cost
East Section of McKee Park (Overlay and Striping)	\$91,726.32
West Section of McKee Park (Overlay and Striping)	\$81,167.73
Northwest Section of McKee Park (Overlay and Striping)	\$14,502.16

Estimated Project Total = \$187,396.21

Moncrief Park Improvements

Description	Estimated Cost
Moncrief Park (Overlay and Striping)	\$53,149.45

Estimated Project Total = \$53,149.45

Sportsplex Parking Lot Improvements

Description	Estimated Cost
South Parking Lot of Sportsplex (Overlay and Striping)	\$108,392.86

Estimated Project Total = \$108,392.86

Estimated Project Total for All Improvements = \$409,259.96



CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

ROADWAY IMPROVEMENT LISTING

Revision 1 : 10/24/2017

PRIORITY	SHORT-TERM CONSTRUCTION, DESIGN AND PLANNING PROJECTS	DESCRIPTION	ESTIMATED COST
1	Lynn Lane Turn Lane	Installation of a left turn lane on Lynn Ln at Sportsplex, signalization and left turn exiting sportsplex	\$380,000.00
2	Stark Road Turn Lane	Installation of a left turn lane on Hollywood Drive and signalization	\$350,000.00
3	Collegeview Improvements	Roadway widening and pedestrian connection from MSU to Nash/ Herbert Streets	\$325,000.00
4	Lynn Ln/ Industrial Park Intersection	Installation of a left turn lane on Lynn Ln at Industrial Park Road	\$150,000.00
5	Signalization Improvements- PH 1A	Video detection and mast-arm improvements	\$150,000.00
6	Hospital Rd Extended Roadway Planning & Surveys	Extension of Hospital Road (approx. 6100') in a westerly direction to terminate into Highway 25	\$100,000.00
	Stark Rd Extended Roadway Planning & Surveys	Extension of Stark Road (approx. 4800') in a northerly direction to terminate into Hospital Ext.	
7	Fellowship Drive Improvements	Roadway and drainage improvements to create pedestrian connection from Russell to University	\$135,000.00
8	S. Montgomery Improvements- PH 1- Survey and Design	Perform surveying, environmental, and design of Phase 1 Improvements per 2010 Traffic study	\$100,000.00
Total of (8) Prioritized Projects Costs			\$1,690,000.00

	ADDITIONAL LONG TERM PROJECTS	DESCRIPTION	ESTIMATED COST
	Stark Road Improvements- PH 1	Provide left turn lanes at primary intersections	\$1,000,000.00
	Signalization Improvements- PH 1B	Video detection and mast-arm improvements	\$230,000.00
	South Montgomery widening	Roadway improvements per 2010 Study- Roadway widening and pedestrian improvements	\$3,300,000.00
	Stark Road widening	Roadway widening and pedestrian improvements	\$2,900,000.00
	Signalization Improvements- PH 2	Video detection (3 locations) and 5 mast-arm signal improvements	\$720,000.00
Remaining Projects Costs			\$9,840,000.00

*Costs are conceptual in nature and may vary significantly based on unknown details at this time including ROW acquisition, environmental mitigation, and unique site characteristics

HISTORIC

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THE CITY OF STARKVILLE

ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE- 2017 STREET IMPROVEMENT PROGRAM												
10/24/2017												
Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 1												
Banyan	Montgomery	Laurel Hill	1100	28	Patching, Overlay	24	282	\$5,208	\$29,645	-	\$34,853	
Bluefield	Prev. overlay	City limits	2466	28	Patching, Overlay	22	633	\$6,135	\$66,459	-	\$72,594	
Crossgate	G.T. Thames	End of Boulevard	1130	26	Patching, Overlay	27	269	\$5,600	\$28,278	-	\$33,878	
Dunbrook	Montgomery	Briarwick	1150	31	Patching, Overlay	28	327	\$5,743	\$34,313	-	\$40,056	
Garrard	Reed	Hwy 25	5721	22	Patching, Overlay, Striping	115	1154	\$17,422	\$121,142	\$27,088	\$165,653	
Garrard	Parker McGill	Hwy 12	860	24	Patching, Overlay, Striping	19	189	\$4,529	\$19,866	\$4,072	\$28,467	
Greer	Crossgate	Cul-de-sac	175	30	Patching, Overlay	5	48	\$2,643	\$5,053	-	\$7,696	
Laurel Hill	Greenbriar	Banyan	380	28	Patching, Overlay	10	98	\$3,304	\$10,241	-	\$13,545	
Long	Westside	Carver	1500	26	Patching, Overlay (2 Ln), Striping	36	358	\$6,779	\$37,538	\$15,000	\$59,316	
Louisville	Prev. overlay	City limits	5024	31	Patching, Overlay, Striping	24	1428	\$5,208	\$149,904	\$23,788	\$178,900	
Old West Point	Bridge End pavements (6)		150	28	Overlay, Striping	-	39	-	\$9,043	\$710	\$9,753	
Lynn	Montgomery	Louisville	4060	24	Patching, Overlay, Striping	24	893	\$13,208	\$93,786	\$19,223	\$126,218	
Pine Ridge	Cul-de-sac	Cul-de-sac	384	26	Patching, Overlay	9	92	\$3,223	\$9,610	-	\$12,833	
Santa Anita	Montgomery	Jackson	1489	26	Patching, Overlay, Striping	35	355	\$6,744	\$37,262	\$7,050	\$51,056	
Shadowood	Montgomery	Pine	650	28	Patching, Overlay	17	167	\$4,230	\$17,518	-	\$21,748	
Strange	Hospital	Carver	466	33	Patching, Overlay, Striping	14	141	\$3,884	\$14,801	\$2,206	\$20,892	
Milling Existing roadways (approx. 33%)			15071	Sq. Yd.	-	-	-	-	-	-	\$60,282	
		Total	5.06	miles							Testing 1.0%	\$9,377
											Contingency 4%	\$37,510
											Subtotal Priority 1	\$984,627

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 2												
Brandon	Hospital	Carver	475	33	Patching, Overlay, Striping	14	144	\$3,921	\$15,087	\$2,249	\$21,257	
Broad	Old West Point	Hillside	308	28	Patching, Overlay	8	79	\$3,057	\$8,301	-	\$11,357	
Canna	Base Failures- multiple locations		-	-	Patching only	50	0	\$11,684	\$0	-	\$11,684	
Cherokee	Hiwassee	Dead End	650	28	Patching, Overlay	17	167	\$4,230	\$17,518	-	\$21,748	
Cotton Row	S. Nash	Maxwell	678	24	Patching, Overlay	15	149	\$3,994	\$15,662	-	\$19,656	
Fairfield	Montgomery	Cul-de-sac	810	28	Patching, Overlay	21	208	\$4,779	\$21,830	-	\$26,609	
Gillespie	Montgomery	Jackson	1060	32	Patching, Overlay, Striping	31	311	\$6,156	\$32,648	\$10,600	\$49,404	
Greenbriar	Montgomery	Brook	1670	28	Patching, Overlay	43	429	\$7,730	\$45,007	-	\$52,736	
Highland Estates	Base Failures- multiple locations		-	-	Leveling & Patching only	50	0	\$11,684	\$0	-	\$11,684	
Lafayette	Gillespie	Lampkin	1327	21	Patching, Overlay	26	255	\$5,415	\$26,822	-	\$32,237	
Lampkin	Washington	Meigs	290	38	Patching, Overlay, Striping	10	101	\$3,350	\$10,607	\$2,900	\$16,857	
Louisville	Camden	Greensboro	1763	24	Patching, Overlay, Striping	39	388	\$7,185	\$40,725	\$8,348	\$56,258	
Lydia	Montgomery	Cul-de-sac	463	28	Patching, Overlay	12	119	\$3,589	\$12,478	-	\$16,066	
Lynn	Industrial	Louisville	4895	24	Patching, Overlay, Striping	24	1077	\$5,208	\$113,075	\$23,177	\$141,460	
Mallory	Clements	Tomlinson	850	28	Patching, Overlay	22	218	\$4,916	\$22,908	-	\$27,824	
Montgomery	Lynn	Locksley	1070	52	Patching, Overlay, Striping	48	480	\$8,416	\$53,554	\$10,700	\$72,670	
Montgomery	Hwy 12	Gillespie	1263	25	Patching, Overlay, Striping	29	289	\$5,869	\$30,391	\$5,980	\$42,240	
Montgomery	Hogan	Lampkin	620	30	Patching, Overlay, Striping	17	171	\$4,279	\$17,903	\$2,936	\$25,117	
Navajo	Apache	Apache	230	15	Patching, Overlay	3	32	\$2,423	\$3,321	-	\$5,743	
Old West Point	Hwy 182	University	862	26	Patching, Overlay	21	205	\$4,746	\$21,572	-	\$26,318	
Pinewood	Montgomery	Briarwick	1150	28	Patching, Overlay	30	295	\$5,946	\$30,993	-	\$36,938	
Pondersa	Maple Drive Intersection		400	28	Patching, Overlay	10	103	\$3,372	\$10,780	-	\$14,152	
Shadowood	Base Failures- multiple locations		-	-	Patching only	90	0	\$17,031	\$0	-	\$17,031	
Shawnee	Apache	Apache	230	15	Patching, Overlay	3	32	\$2,423	\$3,321	-	\$5,743	
Sycamore	Chestnut	Willow	796	27	Patching, Overlay	20	197	\$4,634	\$20,686	-	\$25,320	
Ward	Prev. overlay	Mckinley	692	20	Patching, Overlay	13	127	\$3,696	\$13,321	-	\$17,017	
Yellowjacket	Jackson	Montgomery	1200	24	Patching, Overlay	26	264	\$5,529	\$27,720	-	\$33,249	
Citywide roadway striping- locations where striping has faded			-	-	Striping only	-	-	-	-	\$15,000	\$15,000	
Milling Existing roadways (approx. 33%)			19408	Sq. Yd.	-	-	-	-	-	-	\$77,634	
		Total	4.50	miles							Testing 1.0%	\$21,165
											Contingency 4%	\$84,660
											Subtotal Priority 2	\$1,036,832

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 3												
Bellwood	Shadowood	Cul-de-sac	765	28	Patching, Overlay	20	196	\$4,625	\$20,617	-	\$25,241	
Birch	Prev. overlay	Persimmon	160	28	Patching, Overlay	4	41	\$2,549	\$4,312	-	\$6,861	
C.C. Clark	Miley	Dead End (south)	595	26	Patching, Overlay	24	142	\$5,208	\$14,890	-	\$20,098	
Canterbury	Base Failures- multiple locations		-	-	Leveling & Patching only	90	0	\$14,031	\$0	-	\$14,031	
Collegeview	Nash	Hwy 12 ROW	1560	28	Patching, Overlay, Striping	40	400	\$7,352	\$42,042	\$7,386	\$56,781	
Colonial Circle	Countryside	Colonial Cir (east)	2050	28	Patching, Overlay	53	526	\$9,033	\$55,248	-	\$64,281	
Edgewood	Critz	Cul-de-sac	2618	28	Patching, Overlay	67	672	\$10,982	\$70,555	-	\$81,537	
Evergreen	Santa Anita	Critz	878	24	Patching, Overlay	19	193	\$4,582	\$20,282	-	\$24,864	
Grand Ridge	Montgomery	Briarwick	1151	28	Patching, Overlay	30	295	\$5,949	\$31,019	-	\$36,968	
Howard	Montgomery	Pine	2171	20	Patching, Overlay	40	398	\$7,320	\$41,792	-	\$49,112	
Huntington	Prev. overlay (Dover)	Prev. overlay (Chelsea)	692	28	Patching, Overlay	18	178	\$4,374	\$18,649	-	\$23,024	
Lindbergh	Hwy 12	Scales	1570	36	Patching, Overlay	52	518	\$8,926	\$54,401	-	\$63,326	
Long	Westside	Hwy 182	1955	25	Patching, Overlay, Striping	45	448	\$7,989	\$47,042	\$9,257	\$64,288	
Louisville	Camden	Hwy 12	1105	24	Patching, Overlay, Striping	24	243	\$5,250	\$25,526	\$5,232	\$36,007	
Mangrove Palm	Plum	Dogwood	1246	28	Patching, Overlay	32	320	\$6,275	\$33,580	-	\$39,855	
McKinley	McKee	Lindbergh	474	17	Patching, Overlay	7	74	\$2,987	\$7,756	-	\$10,743	
Mohawk	Prev. overlay	Eutaw	900	23	Patching, Overlay	19	190	\$4,536	\$19,924	-	\$24,460	
N. Montgomery	Critz	Greenfield	1338	30	Patching, Overlay, Striping	37	368	\$6,919	\$38,635	\$13,380	\$58,933	
N. Rosebud	Greenbriar	Dead End	328	28	Patching, Overlay	8	84	\$3,125	\$8,840	-	\$11,965	
Persimmon	Birch	Redbud	592	28	Patching, Overlay	15	152	\$4,031	\$15,954	-	\$19,986	
Scales	Washington	Louisville	1607	26	Patching, Overlay	38	383	\$7,120	\$40,215	-	\$47,335	
Setter	Brittney	Dead End	650	28	Patching, Overlay	17	167	\$4,230	\$17,518	-	\$21,748	
Seville	Bonnie	Cross-drain	878	22	Patching, Overlay	18	177	\$4,367	\$18,592	-	\$22,959	
Spruce	Plum	Douglas McArthur	1180	28	Patching, Overlay	30	303	\$6,049	\$31,801	-	\$37,850	
Spruill Ind. Park	Lynn	Industrial	1400	25	Patching, Overlay, Striping	32	321	\$6,289	\$33,688	\$6,629	\$46,605	
Milling Existing roadways (approx. 33%)			17352	Sq. Yd.	-	-	-	-	-	-	\$69,407	
		Total	5.28	miles							Testing 1.0%	\$9,783
											Contingency 4%	\$39,131
											Subtotal Priority 3	\$1,027,177

HISTORIC

STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE

ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)									
ROADWAY MAINTENANCE PROJECTS-PRIORITY 4											
Broad	Oktibbeha	Old West Point	906	28	Patching, Overlay	23	233	\$5,108	\$24,417	-	\$29,525
Carver	Hiwassee	Dead End (east)	1487	28	Patching, Overlay	38	382	\$7,102	\$40,075	-	\$47,176
Cherry	Bridle path	Woodlawn	957	20	Patching, Overlay	18	175	\$4,345	\$18,422	-	\$22,768
City Alley	Washington	Lampkin	424	20	Patching, Overlay	8	78	\$3,039	\$8,162	-	\$11,201
City Parking Lot	Lampkin Street		130	130	Patching, Overlay, Striping, Islands	21	209	\$5,347	\$16,266	\$8,000	\$29,613
Country Club Road	Montgomery	Dead End	2157	18	Patching, Overlay	36	356	\$6,758	\$37,370	-	\$44,128
Dunlap	Shadowood	Dead End	1035	28	Patching, Overlay	27	266	\$5,551	\$27,893	-	\$33,444
Gladney	Whitfield	Greensboro	750	16	Patching, Overlay	11	110	\$3,470	\$11,550	-	\$15,020
Hancock	Spring	Previous overlay	772	29	Patching, Overlay, Striping	21	205	\$4,743	\$21,548	\$3,655	\$29,947
Hogan	Russell	Montgomery	589	26	Patching, Overlay	14	140	\$3,876	\$14,740	-	\$18,616
Imes	Howard	Cul-de-sac	805	19	Patching, Overlay	14	140	\$3,874	\$14,721	-	\$18,596
Jackson	Hwy 12	Yellowjacket	530	32	Patching, Overlay, Striping	16	155	\$4,078	\$16,324	\$5,300	\$25,702
Josey	Lindbergh	Mckee	1545	20	Patching, Overlay	28	283	\$5,786	\$29,741	-	\$35,528
Kirkside	Shadowood	Concrete roadway	1000	28	Patching, Overlay	26	257	\$5,431	\$26,950	-	\$32,381
Logan	Lynn	Lynn	1091	28	Patching, Overlay	28	280	\$5,743	\$29,402	-	\$35,146
Montgomery	Gillespie	Hogan	1088	26	Patching, Overlay, Striping	26	259	\$5,466	\$27,227	\$5,152	\$37,845
Nottingham	Montgomery	Lincoln Green	1297	34	Patching, Overlay, Striping	40	404	\$7,404	\$42,444	\$12,970	\$62,818
Pear	Banyan	Cul-de-sac	200	28	Patching, Overlay	5	51	\$2,686	\$5,390	-	\$8,076
Rockhill	Garrard	Hwy 82 overpass	3907	24	Patching, Overlay, Striping	86	860	\$13,490	\$90,252	\$18,499	\$122,241
S. Nash	University	Lummus	898	30	Patching, Overlay	25	247	\$5,301	\$25,930	-	\$31,231
S. Washington	RR Bridge	Gillespie	770	26	Patching, Overlay	18	184	\$4,453	\$19,269	-	\$23,722
Sycamore	Walnut (west)	Dead End	711	28	Patching, Overlay	18	182	\$4,439	\$19,161	-	\$23,601
Tanglewood	Edgewood	Cul-de-sac	380	28	Patching, Overlay	10	98	\$3,304	\$10,241	-	\$13,545
Tea Rose	Greenbriar	Cul-de-sac	350	28	Patching, Overlay	9	90	\$3,201	\$9,433	-	\$12,633
Vine	Gillespie	Highway 12	1260	28	Patching, Overlay, Striping	32	323	\$6,323	\$33,957	\$5,966	\$46,246
Washington	Main	Lampkin	336	44	Patching, Overlay, Striping	14	136	\$3,812	\$14,230	\$3,360	\$21,401
West Bound	Crossgate	Southward	1394	28	Patching, Overlay	36	358	\$6,783	\$37,568	-	\$44,351
Milling Existing roadways (approx. 33%)			16416	Sq. Yd.	-	-	-	-	-	-	\$65,665
		Total	5.07	miles						Testing 1.0%	\$9,422
										Contingency 4%	\$37,687
										Subtotal Priority 4	\$989,273

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 5												
Airport	Miley - Dead End Multiple Base Failures		-	-	Leveling & Patching only	180	0	\$29,061	\$0	-	\$29,061	
Aztec	Natchez	Pontotoc	805	20	Patching, Overlay	15	148	\$6,973	\$15,496	-	\$22,469	
Cedar	Hillside	New section	1385	18	Patching, Overlay	23	229	\$5,055	\$23,995	-	\$29,050	
Crossgate	Hwy 12	Boulevard section	1166	28	Patching, Overlay	30	299	\$6,001	\$31,424	-	\$37,424	
Curry	DL Connor	Hwy 389	783	22	Patching, Overlay	16	158	\$4,111	\$16,580	-	\$20,691	
Evergreen	Greenfield	Santa Anita	485	50	Patching, Overlay, Striping	22	222	\$4,971	\$23,341	\$4,850	\$33,162	
Garrard	Babylon - Hwy 25 Multiple Base Failures		-	-	Leveling & Patching only	120	0	\$21,041	\$0	-	\$21,041	
Gillespie	Louisville	Washington	1607	27	Patching, Overlay	40	398	\$7,317	\$41,762	-	\$49,079	
Gillespie	Spring	Russell	697	28	Patching, Overlay, Striping	18	179	\$4,391	\$18,784	\$6,970	\$30,146	
Green Hill	Montgomery	Dead End	910	28	Patching, Overlay	23	234	\$5,122	\$24,525	-	\$29,647	
Helen	Lynn	Lynn	3100	28	Patching, Overlay	80	796	\$12,636	\$83,545	-	\$96,181	
Lampkin	Russell	Fellowship	482	30	Patching, Overlay, Striping	13	133	\$3,772	\$13,918	\$2,282	\$19,972	
Montgomery	Hwy 12	Locksley	2181	37	Patching, Overlay, Striping	74	740	\$11,888	\$77,671	\$10,327	\$99,886	
Nelson	Hwy 12	Canal	330	28	Patching, Overlay, Striping	8	85	\$3,132	\$8,894	\$1,563	\$13,588	
North Lane	Northside	Cul-de-sac	284	28	Patching, Overlay	7	73	\$5,974	\$7,654	-	\$13,628	
Pin Oak	Ave of Patriots	Prev. overlay	2334	28	Patching, Overlay	60	599	\$10,008	\$62,901	-	\$72,909	
Sand	Base Failures- multiple locations		-	-	Leveling & Patching only	120	0	\$21,041	\$0	-	\$21,041	
South Lane	Northside	Cul-de-sac	271	28	Patching, Overlay	7	70	\$5,930	\$7,303	-	\$13,233	
Spring	Russell	Hwy 12	2020	44	Patching, Overlay, Striping	81	815	\$12,891	\$85,547	\$20,200	\$118,638	
Vine	Hwy 12	Yellowjacket	813	26	Patching, Overlay	19	194	\$4,590	\$20,345	-	\$24,935	
West Main	Cushman	Raymond	556	24	Patching, Overlay	12	122	\$3,635	\$12,844	-	\$16,479	
West Main	Jones	Hwy 182	1458	18	Patching, Overlay	24	241	\$8,216	\$25,260	-	\$33,476	
Windsor	Seville	Arrow	1302	18	Patching, Overlay	21	215	\$4,872	\$22,557	-	\$27,429	
Milling Existing roadways (approx. 33%)			14593	Sq. Yd.	-	-	-	-	-	-	\$58,372	
			Total	4.35	miles					Testing 1.0%	\$9,315	
											Contingency 4%	\$37,261
											Subtotal Priority 5	\$978,112



THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE- DRAINAGE IMPROVEMENT PROJECTS

Project List and Cost Estimate- rev. 13

10/24/2017

DRAINAGE IMPROVEMENT PROJECTS									
Drainage Project	Project Limits		Length	Bottom Width	Work Type	Concrete Ditch Cost	Erosion Matting/ Rip Rap	Storm Drainage Cost	Project Estimated Cost
Location	(from)	(to)							
Green St.	Jackson Street	SOCSD property	160	5	Improvements II-V per engineering study	-	-	\$21,620	\$21,620
Eckford Dr.	Near intersection of Yellowjacket		224	-	Install Inlets and pipe	-	-	\$50,517	\$50,517
Central Ave.	Central Ave	Rear property lines (north)	160	5	Concrete channel for 40', Reshaping and Rip Rap remainder	\$21,500	\$33,186	-	\$54,686
Broad St. (east)	Near intersection of Old West Point		120	6	Remove undersized pipe, Concrete channel	\$16,800	-	\$2,000	\$18,800
Plum Road	Curve in road near 2108 Plum Rd.		27	-	Installation of Inlet, Replace ex. Inlet, Replace Storm Pipe	-	-	\$8,000	\$8,000
Elm Place	Intersection of Chestnut St.		-	-	Inlet retrofit (2)	-	-	\$7,000	\$7,000
S. Washington St.	Near intersection of Gillespie St.		680	3	Retrofit 2 inlets, replace undersized pipe	-	-	\$14,142	\$14,142
Kirkside Dr.	Briarwick	Ex. concrete channel	680	3	Install 3' wide concrete flume	\$29,460	-	-	\$29,460
Reed Rd.	Intersection of Hospital, Peoples Streets		-	-	Inlet retrofit (2)	-	-	\$7,000	\$7,000
Canterbury Rd.	Near address at 120		150	-	Replace failing storm drainage line	-	-	\$10,500	\$10,500
Northgate St.	Northgate Rd.	Walden Rd.	680	3	Install 3' wide concrete flume	\$12,120	-	\$2,000	\$14,120
Yorkshire Rd.	Intersection of Nottingham, Sherwood Roads		-	-	Inlet retrofit (3), concrete swale	\$3,500	-	\$9,000	\$12,500
Yellowjacket Dr.	Intersection of Jackson St.		-	-	Inlet retrofit (4)	-	-	\$14,000	\$14,000
Pin Oak St.	Near intersection of Cottonwood Rd.		120	-	Remove/Replace concrete curb and gutter	\$4,500	-	\$9,000	\$13,500
Helen Cir.	Curve in road near 214 Helen Cir.		-	-	Inlet retrofit (2)	-	-	\$7,000	\$7,000
Stonegate Rd.	Willow Bend Rd.	Rear prop line	200	2	Concrete Bottom	\$6,900	-	-	\$6,900
Fairfield / Sheffield	Near intersection of Montgomery Street		33	22	Concrete section of roadway for drainage	-	-	\$19,000	\$19,000
West Main/ Beattie	Existing inlets in West Main/Beattie neighborhood		-	-	Inlet retrofits and stormwater capture improvements	-	-	\$9,000	\$9,000
Maple St.	Phase 2	Stark Rd.	370	8	Remove existing Culvert, Concrete Bottom Ditch	\$77,000	-	-	\$77,000
Total projects in subtotal: 19							Contingency		\$5,255
							Subtotal Drainage Projects Estimate		\$400,000
Old West Point Rd.	Bridge just south of Garrard Road		-	-	Bridge Replacement	-	-	-	\$250,000
Colonial Hills II	Shadowood Rd.	Parallelling Shadowood	800	4	Concrete Bottom, Permanent Erosion Matting	\$42,688	\$39,378	-	\$82,066
Green St. (east)	Rear prop. line- Green St.	Rear prop. line- Montgomery	350	2	Concrete Bottom, Permanent Erosion Matting	\$10,063	\$17,228	-	\$27,290
Walnut Rd.	Peach St.	Walnut +300'	990	4	Concrete Bottom, Permanent Erosion Matting	\$26,064	\$6,600	-	\$32,664
Ave. of Patriots	Ave. of Patriots	Nathan Hale Rd.	250	2.5	Inlet Modifications and Pipe Replacement	-	-	\$15,000	\$15,000
Hollis III	Highway 12	Yellowjacket	750	5	Reshaping, Rip Rap, Replace concrete	-	\$174,000	-	\$174,000
Colonial Hills	S. Montgomery St.	Ex. headwall	850	-	Replacement of double 36" pipe	-	-	\$350,094	\$350,094

Total projects remaining: 7

Total Drainage Projects Estimate	\$1,325,859
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PAYING AGENT AGREEMENT

CITY OF STARKVILLE, MISSISSIPPI

\$7,000,000 GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS,
SERIES 2017

DATED DATE – OCTOBER 1, 2017
CLOSING DATE – OCTOBER 12, 2017

Whitney Bank d/b/a Hancock Bank, Gulfport, Mississippi (the "Bank"), hereby acknowledges receipt of and has reviewed the Bond Resolution adopted July 27, 2017, by the Mayor and Board of Alderman of the City of Starkville, Mississippi (the "Governing Body" of the "City"), wherein the duties of the paying agent, registrar, and transfer agent (the "Paying Agent") for the \$7,000,000 General Obligation Taxable Development Bonds, Series 2017 (the "Bonds") of the City are set out and hereby accepts said designation as Paying Agent for the Bonds pursuant to the provisions of the Bond Resolution.

A copy of the Bank's schedule of compensation which details its current bond registrar/transfer/paying agent fees is attached as **Attachment A**. However, the Bank reserves the right to adjust the fees upon thirty (30) days prior written notice to the Governing Body of the City.

This, the ___ day of October, 2017.

Whitney Bank d/b/a Hancock Bank,
Gulfport, Mississippi, As Paying Agent



Susan R. Tsimortos
Senior Vice President and Trust Officer

The foregoing Agreement concerning the City of Starkville, Mississippi, \$7,000,000 General Obligation Taxable Development Bonds, Series 2017 has been accepted by the Governing Body of the City.

This, the ___ day of October, 2017.

Mayor
City of Starkville, Mississippi

City Clerk
City of Starkville, Mississippi

Attachment A
Fee Schedule – Bank



Corporate Trust Fee Schedule Paying Agent, Transfer Agent and Registrar Services

Baton Rouge Gulfport Jackson New Orleans Orlando

Acceptance

New Issue Document Review, Account Acceptance and Set-up
Payable at Closing \$1,600.00

Administration

Minimum Semi-annual Fee \$200.00
Minimum Semi-annual Regulatory Fee \$50.00

Paying Agent Services

Principal or Interest Payments per CUSIP number \$1.50 each
Minimum Semi-annual Fee \$200.00

Transfer Agent Services

Certificates Issued or Cancelled \$3.00 each
Minimum Semi-annual Fee \$175.00

Registrar Services

Holder Accounts Maintained During Billing Period \$3.00 each
Minimum Semi-annual Fee \$175.00

Miscellaneous Activity

Audit Confirmations \$50.00 each
Legal Transfers \$20.00 each
IRS Form 1099B \$1.50 each
Holder List \$150.00 each

Optional Redemptions

Each Optional Redemption \$750.00 each

Investments for Reserve Funds, Sinking Funds or Construction Funds

Each purchase, sale, maturity, free receipt or free delivery of securities \$35.00

Account Opening and Maintaining Costs of Issuance Account

Account opening, document review and disbursement of issuance costs \$150.00

Out-of-Pocket Expenses and Extraordinary Services

If the bank is required to perform unusual or extraordinary services, including participation in litigation, reasonable compensation commensurate with the services, time, work and responsibility involved will be charged.

All out-of-pocket expenses, including but not limited to counsel fees, other agent's fees, accountant's fees, cost of special supplies required, postage and insurance will be charged in addition to the regular compensation. Fees will be billed and payable semiannually in arrears. This schedule of fees is subject to change without advance notice.

8. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFORE AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution declaring the intention of the Mayor and Board of Aldermen of the City Of Starkville, Mississippi, to issue General Obligation Public Improvement Bonds of the municipality, issue a General Obligation Public Improvement Bond of the municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development Bank, all in the maximum principal amount of seven million five hundred thousand dollars (\$7,500,000), in one or more series, to raise money for the purpose of establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; directing publication of notice of such intention; and related purposes” is enumerated, this consent item is thereby approved.

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

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

1. The Municipality is authorized by Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), to issue the general obligation public improvement bonds hereinafter proposed to be issued for the purposes hereinafter set forth, for which purposes there are no other available funds on hand.

2. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Forty-Two Million Four Hundred Seventy-Five Thousand Six Hundred Twenty-Two Dollars (\$242,475,622); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by the Municipal Improvements Act, in the amount of Nineteen Million Three Hundred Ninety-Five Thousand Dollars (\$19,395,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Twenty-Three Million Two Hundred Forty-Six Thousand Six Hundred Sixty-Seven Dollars (\$23,246,667); the issuance of the Bonds, the Qualified Obligation, or the Loan, hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both

bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

3. It is necessary and in the public interest to issue general obligation public improvement bonds of the Municipality in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "Bonds") to raise money for the purpose of establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof (the "Authorized Purpose").

4. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Improvements Act, and other applicable laws of the State of Mississippi (the "State"), the Municipality is authorized to undertake activities for the Authorized Purpose, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing a general obligation public improvement bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") or entering into a loan agreement and obtaining a loan from the Bank (the "Loan").

5. The amount of the Bonds, the Qualified Obligation, or the Loan, shall not exceed the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), in one or more series.

6. The Municipality reasonably expects that it will incur expenditures for the Authorized Purpose for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Authorized Purpose made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Municipal Improvements Act, the Bank Act, and other applicable laws of the State.

SECTION 2. The Bonds will be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof.

SECTION 3. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the Municipal Improvements Act and the Bank Act, or enter into the Loan with the Bank pursuant to the Municipal Improvements Act and the Bank Act, in one or more series, all in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the Authorized Purpose.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with the proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, December 5, 2017, at 5:30 o'clock p.m. Pursuant to the Municipal Improvements Act and the Bank Act, if a petition signed by not less than ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500), whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of two (2) years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than seven (7) days prior to such date.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved and Alderman Patrick Miller seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: <u>aye</u>
Alderman David Little	voted: <u>aye</u>
Alderman Patrick Miller	voted: <u>aye</u>
Alderman Roy A'. Perkins	voted: <u>aye</u>
Alderwoman Sandra C. Sistrunk	voted: <u>aye</u>
Alderman Henry N. Vaughn, Sr.	voted: <u>aye</u>
Alderman Jason Walker	voted: <u>aye</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 7th day of November, 2017.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Publication Instructions:

The Starkville Daily News

November 15 2017; November 22, 2017; and November 29, 2017

9. CONSIDERATION OF A RESOLUTION AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, IN ONE OR MORE SERIES, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution authorizing and approving the engagement of certain professionals to assist with the issuance of General Obligation Public Improvement Bonds, in one or more series, of the City of Starkville, Mississippi, in the maximum principal amount of seven million five hundred thousand dollars (\$7,500,000) to raise funds for the authorized purposes; and for related purposes” is enumerated, this consent item is thereby approved.

RESOLUTION AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, IN ONE OR MORE SERIES, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

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

1. It is necessary, advisable, and in the best interest of the Municipality and its inhabitants to issue general obligation public improvement bonds of the Municipality in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "Bonds") for the authorized purposes.
2. The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Bonds.

NOW, THEREFORE, be it resolved by the Governing Body, acting for and on behalf of the Municipality, as follows:

SECTION 1. The Municipality and the professionals herein engaged are hereby authorized to proceed with the preparation for the issuance of the Bonds in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. In connection with the engagement of Government Consultants, Inc., Madison, Mississippi, to serve as Municipal Advisor, the Mayor and/or the City Clerk are hereby authorized, acting for and on behalf of the Municipality, to execute the Independent Registered Municipal Advisor Representation letter, attached hereto as **Attachment A**.

SECTION 3. The Municipality hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel in connection with the issuance of the Bonds, by execution of the letter of engagement attached hereto as **Attachment B**.

SECTION 4. The Municipality hereby affirms the engagement of Christopher J. Latimer, Esq, of the law firm of Mitchell, McNutt & Sams, P.A., Starkville, Mississippi, to serve as Counsel to the Municipality in connection with the issuance of the Bonds.

SECTION 5. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds.

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved and Alderman Patrick Miller seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: <u>aye</u>
Alderman David Little	voted: <u>aye</u>
Alderman Patrick Miller	voted: <u>aye</u>
Alderman Roy A'. Perkins	voted: <u>aye</u>
Alderwoman Sandra C. Sistrunk	voted: <u>aye</u>
Alderman Henry N. Vaughn, Sr.	voted: <u>aye</u>
Alderman Jason Walker	voted: <u>aye</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 7th day of November, 2017.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

ATTACHMENT A
IRMA REPRESENTATION LETTER
FOR
MUNICIPAL ADVISOR



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gems@gc-ms.net

November 7, 2017

Mayor and Board of Aldermen
City of Starkville, Mississippi
101 E. Lampkin Street
Starkville, Mississippi 39759

Re: City of Starkville, Mississippi
Not to Exceed \$7,500,000 City of Starkville, Mississippi General Obligation Public Improvement Bonds, Series 2018; OR
Not to Exceed \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2018 (City of Starkville, Mississippi General Obligation Public Improvement Bond / Project) (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing you to provide certain disclosures to you as representative of the City of Starkville, Mississippi (the "Issuer" or "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer or Obligor for the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer or Obligor. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer or Obligor. The underwriter, if any, has financial and other interests that differ from the Issuer or Obligor, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer or Obligor.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer or Obligor.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer or Obligor. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer or Obligor.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer or Obligor. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer or Obligor.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer or Obligor and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer or Obligor.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer or Obligor as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer or Obligor and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's or Obligor's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer or obligor. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer or Obligor pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer or Obligor. The Issuer or Obligor promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Bonds will be offered as federally taxable obligations.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

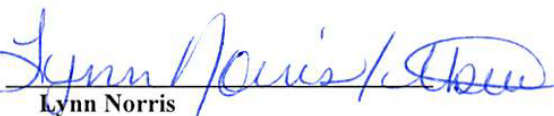
The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's or Obligor's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or Obligor or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer or Obligor in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer or Obligor, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 
Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature Date

Lynn Spruill, Mayor, City of Starkville, Mississippi
Authorized Representative's Name

ATTACHMENT B
LETTER OF ENGAGEMENT
FOR
BOND COUNSEL



190 EAST CAPITOL STREET, SUITE 800 (39201)
P.O. BOX 427
JACKSON, MISSISSIPPI 39205-0427
601-949-4900
FAX 601-949-4804
www.joneswalker.com

Brad C. Davis
Direct Dial: 601-949-4623
bdavis@joneswalker.com

November 7, 2017

Lynn Spruill, Mayor
City of Starkville
110 West Main Street
Starkville, MS 39759

Re: City of Starkville, Mississippi
\$7,500,000 General Obligation Public Improvement Bonds, Series 2017

Dear Mayor Spruill:

This letter is to set forth the scope of our engagement and to specify the responsibilities which we assume as bond counsel for the City of Starkville, Mississippi (the "City"), in connection with the proposed issuance of the above-referenced General Obligation Public Improvement Bonds, in one or more series (the "Bonds").

We will undertake to draft the usual documents associated with the issuance of the Bonds. In addition, we will render our approving legal opinion with respect to the Bonds, which will be delivered to the City and the purchaser on the date of closing. This opinion will primarily address the validity and the proceedings under which they are issued and the exemption from state income taxation of the interest to be paid thereon. To the extent that it is determined that the Bonds may be issued as tax-exempt Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), documents pertaining to the issuance of the Bonds and such opinion will also address the treatment of interest on the Bonds under the Code. We will also draft the customary closing papers, although we do not assume responsibility for verifying the accuracy or completeness of facts certified by others, nor do we assume responsibility for examining legal questions on which other participating attorneys are asked to opine.

We estimate that the fee for our services as bond counsel in this matter, which we agree not to exceed without discussion with you, will not exceed \$75,000.

JONES WALKER LLP

ALABAMA • ARIZONA • DISTRICT OF COLUMBIA • FLORIDA • GEORGIA • LOUISIANA • MISSISSIPPI • NEW YORK • TEXAS

The City will also be billed for reimbursement of our expenses incurred in connection with this matter, which expenses typically include telephone, travel, photocopy and delivery service charges. We estimate that such expenses will be not more than \$2,500, not including costs of validation, although we reserve the right to revise such estimate at any time prior to the actual closing and delivery of the Bonds as a result of circumstances not known on this date. As always, we will attempt to minimize any expenses incurred in connection with this issue and, at the time of submission of our final statement for services rendered and expenses incurred, will be glad to provide a detailed statement of any expenses reflected on our statement.

In connection with the services set forth above, the amount of our fee and our expense estimate set forth herein assumes that the information and documentation that is to be provided to us by the Town will be provided upon request within a reasonable amount of time so as not to occasion otherwise unnecessary expenditures of time and effort on our part. Such fee and expenses related to the initial issuance of the Bonds, and the subsequent issuance of any authorized, but unissued Bonds shall be covered by subsequent arrangements.

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the City is involved. These matters may include, but are not limited to, proceedings before the various federal, state and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the City.

We have reviewed the relationship between our responsibilities as bond counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the proposed Bonds) and our representation of other clients in unrelated matters as described above, and we have concluded that the performance of our responsibilities as bond counsel will not be affected by our representation of other clients.

It is our understanding that the City consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Please confirm that the foregoing scope of engagement and fee arrangement is acceptable to the City by an entry in the minutes of the City, and give us a call if additional information is desired or if the matters discussed herein need further discussion.

Sincerely,

JONES WALKER LLP



Brad C. Davis

BCD/gs

cc: Lesa Hardin, Clerk
Chris Latimer, Esq.

APPROVED AND ACCEPTED:

DATE: _____

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

TITLE: _____

10. CONSIDERATION OF BIDDING OUT ANY AND ALL ASPHALT WORK RELATING TO THE CITY'S FOUR-YEAR CAPITAL IMPROVEMENT PLAN PURSUANT TO MISS. CODE ANN. SECTION 31-7-13(C).

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of bidding out any and all asphalt work relating to the City's four-year capital improvement plan pursuant to Miss. Code Ann. Section 31-7-13(c): Bidding requirements for purchases over \$50,000" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF ASKING THE PERSONNEL DIRECTOR TO CONDUCT A SALARY/PAY ANALYSIS OF THE EMPLOYMENT POSITIONS WITH THE CITY OF STARKVILLE AND PROVIDE A REPORT TO THE MAYOR AND BOARD OF ALDERMEN ON DECEMBER 19, 2017.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of asking the Personnel Director to conduct a Salary/Pay Analysis of the employment positions with the City of Starkville and provide a report to the Mayor and Board of Aldermen on December 19, 2017" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVING THE REVISED PERSONNEL POLICY MANUAL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the revised Personnel Manual for the City of Starkville" is enumerated, this consent item is thereby approved.

Personnel Manual

Adopted by Board of Alderman on
November 7, 2017



Department of Human Resources

Congratulations! We're excited you have chosen to work for the City of Starkville!

We believe our employees are our most valuable asset. In fact, we take pride in our reputation for our ability to recruit, hire, and maintain a motivated and productive workforce and for delivering excellent customer service. We hope during your employment with the City of Starkville; you will become a productive and successful member of our team. If you are a current employee, we wish to express our sincere appreciation for your valued service!

By becoming a City of Starkville employee, you are joining an important group of well-respected, dedicated and talented employees. Our employees are an asset to the community, as well as to the organization. We are known for our excellence and commitment to high-quality and efficient services, that are responsive to the community's diverse and ever-changing needs. We help make Starkville, one of the most livable communities in the country.

We ask our employees, regardless of their responsibilities, to take the collective mission of the City of Starkville's organization to heart: "Making Starkville a safe, dynamic, and livable community."

As a City of Starkville employee, you will have the opportunity to perform quality work in your department, and contribute to the success of the City organization as a whole. Your role in accomplishing these objectives is very important, and you were selected for your position based on the knowledge, skills and abilities you possess for performing your job. We want to hear from you since your insights are as important to us. The City of Starkville cannot have too many good ideas! You will be supported and encouraged to enhance your personal growth, while working with a dynamic variety of individuals, from within and outside of the organization.

As an employee of a municipal organization, it is important to understand our government structure and how it relates to your work. We have eight elected officials, including our Mayor and the Board of Alderman, who are responsible for providing our citizens, business community and others with service that is courteous, dependable, efficient and economical.

We are pleased to provide you with this Personnel Manual, which outlines the basic policies and procedures that provide the framework for our organization. This handbook, will be a helpful reference during your association with the City. We encourage you to freely ask questions of your Supervisor, Manager and Department Head, regarding the policies and procedures contained within this handbook.

We know that people, who enjoy their work and their surroundings do a better job for themselves and the City. We're committed to making employment at the City of Starkville a satisfying and productive experience.

We're pleased to have you join our City government, and look forward to a successful and beneficial association.

The Human Resources Department, City of Starkville, MS!

Table of Contents

SECTION I – INTRODUCTION

A. PURPOSE AND OBJECTIVES.....	5
B. AMENDMENTS TO PERSONNEL POLICIES.....	5
C. COMPLIANCE.....	5
D. GENERAL CODE OF CONDUCT.....	5

SECTION II – EMPLOYMENT

A. EQUAL EMPLOYMENT OPPORTUNITY.....	6
B. ANTI-HARASSMENT.....	7
C. AMERICANS WITH DISABILITIES ACT AND AMENDMENTS ACT.....	8
D. MINIMUM AGE.....	9
E. EMPLOYEE CLASSIFICATIONS.....	9
F. EMPLOYMENT ACTIONS (Policy 1).....	10
G. PROBATIONARY PERIOD.....	11
H. PERFORMANCE APPRAISAL/EVALUATION.....	11
I. OUTSIDE EMPLOYMENT.....	13
J. ATTENDANCE.....	13
K. LUNCH PERIOD.....	
L. NEPOTISM/PERSONAL RELATIONSHIPS.....	16
M. PRE EMPOLYMENT DRUG TESTING.....	16
N. REDUCTION-IN-FORCE / LAYOFF.....	17
O. RESIGNATION.....	18

SECTION III – EMPLOYEE BENEFITS

A. HEALTH INSURANCE BENEFITS.....	19
B. RETIREE HEALTH BENEFITS.....	21
C. LIFE INSURANCE.....	21
D. TUITION ASSISTANCE PROGRAM.....	21
E. EMPLOYEE ASSISTANCE PROGRAM (EAP).....	22
F. WORKERS COMPENSATION.....	23

SECTION IV – CLASSIFICATION PLAN

A. PURPOSE.....	24
B. USE OF JOB DESCRIPTIONS.....	24
C. USE OF THE CLASSIFICATION PLANS.....	24
D. ADMINISTRATION OF THE CLASSIFICATION PLANS.....	24

SECTION V – COMPENSATION PLAN/ PAY PRACTCES

A. PURPOSE.....	25
B. MAINTENANCE OF THE COMPENSATION PLAN.....	25
C. USE OF SALARY.....	25

D. OVERTIME PAY AND COMPENSATORY TIME.....	25
E. EMPLOYEE TIME RECORDS.....	26
F. ON-CALL PAY.....	27
G. EMPLOYEE PAY.....	28

SECTION VI – LEAVE POLICIES

A. HOLIDAYS.....	29
B. PERSONAL LEAVE.....	30
C. MAJOR MEDICAL LEAVE.....	31
D. LEAVE DONATION PROGRAM.....	31
E. FAMILY AND MEDICAL LEAVE.....	32
F. COURT LEAVE.....	33
G. BEREAVEMENT LEAVE.....	34
H. MILITARY LEAVE.....	34
I. CITY LEAVE/PERSONAL LEAVE.....	35

SECTION VII – GENERAL POLICIES

A. DRESS CODE.....	36
B. POLITICAL ACTIVITY.....	37
C. PHONE CALLS.....	37
D. GARNISHMENTS.....	38
E. PERSONAL FINANCIAL.....	38
F. CITY VEHICLES.....	38
G. VOICE RECORDERS.....	38
H. SOLICITATION.....	39
I. TOBACCO POLICY.....	39
J. PERSONNEL/HUMAN RESOURCES RECORDS.....	40
K. BULLETIN BOARDS.....	40
L. NEWS RELEASE.....	40
M. TECHNOLOGY USE AND EXPECTATIONS.....	42
N. DRIVER’S LICENSE AND DRIVING RECORD.....	42
O. AGREEMENT FOR TRAINING AND UNIFORM REIMBURSEMENT / FOR NEWLY HIRED POLICE OFFICERS AND FIRE FIGHTERS.....	43
P. TRAVEL POLICY.....	45
Q. SAFETY.....	47
R. KEY POLICY.....	47

SECTION VIII – COUNSELING, DISCIPLINE AND GRIEVANCE PROCEDURES

A. COACHING/COUNSELING.....	47
B. DISCIPLINARY ACTIONS.....	48
C. GRIEVANCE PROCEDURES.....	53

SECTION IX – FIRE DEPARTMENT ONLY

A. POST OFFER REQUIREMENTS.....	54
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Section 1 - Introduction

A. PURPOSE AND OBJECTIVES

The purpose of this Personnel Manual, is to establish a fair and uniform system of policies, procedures and expectations for all employees of the City. Full understanding and compliance is expected of all employees, in order that the most effective services possible may be delivered to the citizens of the City.

The Personnel Manual and all other Departmental Manuals, do not bestow any additional rights to employees regarding employment or employment benefits. These policies and procedures are not part of a contract, and no employee has any contractual right to the matters set forth herein. The Mayor and Board of Aldermen, reserve the right to change any and all such policies, practices, and procedures in whole or in part at any time, with or without notice to employees.

B. AMENDMENTS TO PERSONNEL POLICIES

Amendments or revisions to these regulations, policies and procedures may be recommended for adoption by the Mayor and the Board of Alderman.

All departmental regulations, policies and procedures, as presently constituted or hereinafter adopted, which are not in conflict with these regulations, policies and procedures shall beand remain in effect.

C. COMPLIANCE

The City has made every effort to ensure the policies in the Personnel Manual are in compliance with all federal, state, and local employment laws and regulations. In the event that a provision in the policies is in conflict with a federal, state, or local law or regulation, the appropriate law or regulation shall prevail, and the provision in the Personnel Manual shall be deemed amended to the extent necessary to comply with such law or regulation.

Title 21, Chapter 3 of the Mississippi Code of 1972, annotated as amended, and Chapter 20, Article I of the code of Ordinances of the City of Starkville, establish the authority for the making, and adoption of policies for the management of the City of Starkville personnel system.

D. GENERAL CODE OF CONDUCT

The City of Starkville, has adopted a code of conduct to establish guidelines for City employees in the performance of City business. As an integral part of a team dedicated to delivering quality service to the public, each City employee, shall accept certain responsibilities, adhere to accepted business principles or practices, and foster the highest standards for personal integrity and honesty in carrying out their public duties, recognizing that the public interest must always be the primary concern.

To accomplish these objectives, all employees and volunteers of the City of Starkville shall:

- Uphold the Constitution, laws and regulations of the United States and the State of Mississippi as well as the regulations, policies and operating principles of the City of Starkville.
- Understand the public trust held as a result of being a City employee and never compromise honesty or integrity for personal gain or advancement.
- Place the long term benefit to the City organization and the public as a whole above other considerations in the performance of work duties.
- Conduct oneself at all times in a manner that reflects positively on the City. Understand that certain kinds of off-work conduct can negatively impact one's standing as a City employee and the reputation of City government.
- Treat members of the public and coworkers with dignity and respect.
- Treat members of the public and coworkers fairly and equally without dispensing special favors to anyone or receiving special privileges from anyone.
- Understand that the appearance of a conflict of interest may be as damaging as an actual conflict of interest, and that both should be avoided in the performance of one's duties. Immediately disclose any conflict of interest should it arise.
- Come to work prepared to do your best.
- Respect and uphold the confidentiality of individuals and work related information when appropriate or required by law.
- Report unlawful or unethical work behavior by another City employee or volunteer to the appropriate management or law enforcement representatives.

We invite you to join us in embracing these values and the others outlined in this employee handbook as you begin your career with the City of Starkville. Working together, we can make your employment experience both personally and professionally rewarding

Section 2 – Employment

A. EQUAL EMPLOYMENT OPPORTUNITY

The City of Starkville, provides equal opportunity to all candidates, considered for employment without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status (specifically status as a disabled veteran, recently separated veteran, armed forces service medal veteran, or active duty wartime or campaign badge veteran) or other classification protected by applicable federal, state or local law.

B. ANTI-HARASSMENT

It is the policy of the City, to prohibit intentional and unintentional harassment of any individual by another person. Harassment on the basis of any protected classification including, but not limited to, race, color, national origin, physical or mental disability, medical condition, religion, marital status, sexual orientation or age will not be tolerated.

Harassment may include, but is not limited to, offensive jokes, slurs, name-calling, physical assaults, threats, intimidation, ridicule, mockery, insults, put-downs, or interference with work performance or employment opportunities.

Harassment will not be tolerated. Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment at an early stage to prevent its escalation. All allegations of harassment will be investigated by the Human Resources Department or appropriate supervisor.

Sexual Harassment Policy

It is the policy of the City of Starkville to:

1. Provide employees with a working environment free from sexual harassment
2. Communicate such policy and reporting procedures to employees and supervisors
3. Recognize the unique nature of complaints of sexual harassment, encourage early reporting by employees and resolve complaints promptly and confidentially
4. Educate and oversee supervisors in the administration of this policy and in regard to their responsibilities

In determining whether conduct constitutes sexual harassment or creates an intimidating, hostile, or offensive working environment, the totality of the circumstances and the context in which alleged incidents of sexual harassment occurred shall be examined. The determination of whether a particular action constitutes sexual harassment shall be based on the facts of each case.

Employee's responsibilities:

An employee who believes he or she has been the target of or subjected to sexual harassment or a hostile work environment shall address the problem as follows:

1. Notify the alleged harasser, if comfortable in doing so, or the employee's supervisor, and request that the behavior stop immediately
2. Report sexual harassment to the Human Resources Department within three(3) days, or as soon as practicable, unless the report alleges harassment by an employee of the Human Resources Department, in which case, the report shall be presented to the Mayor.

C. AMERICANS WITH DISABILITIES ACT AND AMENDMENTS ACT

The ADAAA are federal laws that prohibit employers from discriminating against applicants and individuals with disabilities.

The City will comply with all federal and state laws concerning the employment of persons with disabilities and will act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, the City will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

The City will reasonably accommodate qualified individuals with a disability as long as the accommodation does not create an undue hardship to the City. The Human Resources Director, with the advice of the City Attorney, will determine whether accommodations are reasonable

on a case-by-case basis. Once the City is aware of a qualifying disability, it will take measures to reasonably accommodate the disability in accordance with legal requirements.

It is the employee's responsibility to inform the employee's supervisor that an accommodation is needed to perform essential job functions. The City reserves the right to request written documentation from any employee seeking an accommodation. All information received by the City relating to the provision of a reasonable accommodation will be treated as confidential and maintained in the medical file separate from other personnel information.

D. MINIMUM AGE

The Fair Labor Standard Act (FLSA) sets wage, hours worked, and safety requirements for minors (individuals under age 18) working in jobs covered by the statute, which includes City government. The rules vary depending upon the particular age of the minor and the particular job involved. The FLSA also generally prohibits the employment of a minor in work declared hazardous by the Secretary of Labor (for example, work involving excavation, driving, and the operation of many types of power-driven equipment).

The City of Starkville's minimum age for all other city employees is eighteen (18) years of age. The minimum age for sworn employees is twenty- one (21) years of age. The only exception will be for selected seasonal and/or temporary positions when prescribed differently by federal or state law.

E. EMPLOYEE CLASSIFICATIONS

Employees of the City of Starkville are generally classified as one of the following:

1. Regular Full-time Employee – A regular full-time employee is an employee who works a minimum of thirty (30) hours or more per week, is paid an hourly or annual rate, is subject to all conditions of employment, and is eligible for all benefits offered by the City.
2. Regular Part-time Employee – A regular part-time employee is an employee who works twenty nine- (29) hours or less per week on a regular basis.

3. Temporary Full-time Employee – A temporary employee is an employee who works assigned hours, not to exceed a period of twelve (12) consecutive months and are paid on an hourly basis. Temporary employees are not eligible to receive benefits.

4. Temporary Employee – A temporary employee is an employee, who works assigned hours, not to exceed a period of one hundred eighty (180) consecutive days and are paid on an hourly basis. Temporary employees are not eligible to receive benefits.

5. Elected Official - A person who is an official by virtue of an election.

F. Pay Rates for Changes in Status (Policy 1)

The following personnel actions may affect the pay status of an employee in the manner provided:

Transfers

When an employee is transferred between departments or to another position within the same department to a job with the same pay grade and salary range (lateral transfer), the pay grade and step of the employee will not be changed.

When an employee is transferred between departments or to another position within the same department to a position where the employee's current pay is above the maximum salary step for the new position the pay step of the employee will be maximized (topped out) until a revision of the pay plan is proposed and approved by the Mayor and Board of Aldermen.

Promotions

When an employee is promoted to a higher grade position, the employee shall be given a promotional increase of at least ten per cent or moved to the minimum salary of the higher job grade, whichever is higher.

Temporary Promotions

When an employee is temporarily assigned to perform the complete range of job duties of a higher graded job for a period of thirty (30) days or longer, the employee shall be given a ten per cent (10%) salary increase or raised to the minimum salary of the new job, whichever is more. When the employee returns to their regular full time job duties, their salary will revert to the salary paid before the temporary promotion plus any pay raises that would normally have been awarded to them in their regular job.

Demotion

When an employee is demoted to a position where their current rate of pay is above the maximum salary range for the new position, the employee's salary will be frozen for a period of one month. After one month, the employee's salary will be reduced to the maximum salary of the job's normal pay range until the Mayor and Board of Aldermen approve a revision of the pay range.

If the employee's current rate of pay is within the salary range for the new position the pay rate of the employee will remain unchanged. An employee may be demoted for any of the following reasons:

1. His/her position is being eliminated and he/she would otherwise be terminated.
2. His/her position is being reclassified to a higher grade, and the employee lacks the necessary skills to successfully perform the job.

3. Lack of work.
4. Budgetary constraints.
5. The employee does not possess the necessary qualifications to render satisfactory service to the position he/she holds.
6. The employee voluntarily requests such a demotion, and it is available.
7. As a form of disciplinary action.

Reclassification

When an employee's position is reclassified to a higher salary grade, the employee shall receive a pay increase, if they are not in line with the new salary grade. When an employee's position is reclassified to a lower salary grade or remains on the same salary grade, the employee's salary shall not change.

G. PROBATIONARY PERIOD

All persons employed shall serve a probationary period of twelve (12) months. During this important time, the employee are learning the job and the City is evaluating their performance. All new employees will be evaluated one hundred eighty (180) during the probationary period by their supervisor, who will let them know how they are doing.

All employees, while on probation, will be entitled to all benefits of regular City employees.

One exception, is that a new hire probationary employee may not submit an employment application as an "internal applicant" until after probation period or unless its a better organizational fit .

Before the end of the probationary period, the Department Head shall indicate the following in writing to the Human Resources Director:

1. That he/she discussed with the employee the employee's accomplishments, failures, strengths and weaknesses
2. Whether the employee is performing satisfactory work
3. Whether the employee should be retained in the position
4. Whether the employee, if a new employee, should be discharged or have his/her probationary period extended a given number of months not to exceed an additional six (6) months
5. Whether the employee, if on probation following promotion, should be reinstated in his/her former position, if available, or have his/her probationary period extended a given number of months not to exceed an additional six (6) months

After successful completion of the probationary period, the employee will become a regular full time employee unless recommended otherwise, that their probationary period be extended in ninety (90) day increments, not to exceed an additional six (6) months with appropriate documentation.

H. PERFORMANCE APPRAISAL/EVALUATION

The purpose of performance evaluations is to provide a uniform, consistent method that evaluates major aspects of job performance and to provide an established method for strengthening work relationships and improving communications. It is designed to develop the employee's skills, to allow the supervisor to recognize the employee's accomplishments and good work, and to provide an established method for identifying needed improvements.

Together the supervisor and the employee shall develop goals to improve job skills and enhance job performance. Employee evaluations may be used to assist in:

1. Promotional decisions
2. Reduction in force considerations
3. Disciplinary action decisions.

Department Heads and/or supervisors are strongly encouraged to frequently discuss job performance with their employees on an informal basis. Formal performance evaluations are used to ensure that these discussions are conducted at least on an annual basis.

Performance evaluations shall be administered in a fair manner without unlawful discrimination as to age, race, sex, religion, political affiliation, national origin, or disability.

While this policy sets forth minimal time periods for performance evaluations, the department head and/or supervisor is not precluded from evaluating an employee's job performance as often as deemed necessary in order to meet the objective of improving an employee's overall job performance.

Policy: All **regular, full-time employees** of the City of Starkville shall be evaluated at least once annually. In order to avoid conflicts with the budgeting process, performance evaluations should be completed in the July - August time frame. Exceptions to this time frame should be documented by the department head and notifications sent to the Human Resources Director with an explanation for the exception and the time frame for completion. Performance evaluations should be completed using forms approved by the Human Resources Director. The appraisal should cover the period from the last appraisal to the date of the current appraisal.

Probationary employees (new hires, promotions, disciplinary, or any other reason for probation) shall be evaluated every one hundred eighty (180) days during the probationary period. Job performance and progress will be discussed during each of the performance evaluations during the probationary period. Probationary periods may be extended in ninety (90) day increments with appropriate documentation and notice to the probationary employee of the reason for the extension and the areas required to be addressed to ensure satisfactory completion of the probationary period.

Department Heads will be evaluated by the Mayor and Board of Aldermen annually using a format and time frame as approved by the Board.

Copies of completed performance appraisals are to be distributed as follows:

- Original sent to Human Resources Director and retained in the employee's Personnel file,
- Copy retained by the department head,

- Copy to be provided to the employee being appraised.

Nothing in this policy should be construed as ensuring continued employment, because any provision of this policy has or has not been followed as stated.

The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that they have been made aware of it. The contents of a written performance evaluation are not subject to the grievance procedures. If an employee disagrees with the performance evaluation, the employee may attach a written statement of his or her objections to the performance evaluation. The performance evaluation and the employee's written statements, if any, shall be placed in the employee's personnel file.

I. OUTSIDE EMPLOYMENT

The City expects an employee's work for the City to take precedence over any outside employment engaged in by an employee. Employees must get prior written approval from the Department Head before engaging in other employment. The Department Head, shall forward a copy of the outside employment form to the Human Resources Department for inclusion in the employees' official personnel file.

Activities and conduct away from the job must not compete with, conflict with, or compromise the City's interests or adversely affect job performance and the ability to fulfill all job responsibilities for the City. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the City. This prohibition also extends to the unauthorized use of any City tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Additionally, any Department Head, who desires to engage in outside employment or business shall obtain prior approval from the Mayor and Board of Aldermen.

J. ATTENDANCE

Punctual and regular attendance is necessary for the City to operate efficiently. The City provides a variety of forms of leave to cover absence from work. Employees are expected to report for duty, and be ready to begin work by the start of the regular work day or shift, unless on approved leave.

However, the City recognizes the need for a balance between our superior customer service and the needs of our employees. Therefore, reasonable allowances will be made for absences where proper notice; three (3 days) has been given to a manager by the requesting employee. Unfavorable patterns of absences will, however, require immediate management attention.

OCCURRENCE-BASED ATTENDANCE POLICY

Discipline for attendance violations at our location is based on the number of occurrences. Below are the steps our location generally uses in administering discipline in connection with attendance issues. However, under certain circumstances, the City, may deviate from one or more of the steps

or consider absences outside of the specific timeframe.

Protected Absences – The below absences are protected by federal law and the City's policy, therefore, they are not used in the disciplinary process

- Military obligation – documented per company Military Leave Policy
- Bereavement Leave with the appropriate documentation as requested
- Jury duty with appropriate documentation provided
- Documented and approved leaves of absence or use of intermittent leave including family/medical leave as defined in the Company's Family & Medical Leave Policy or as required by other applicable law
- Approved Vacation if requested and approved per the City policy
- City Paid Holidays
- Pre-approved Personal Leave for business that cannot be conducted outside of normally scheduled shifts. That has been requested and approved in advance per the City Policy

Occurrence Defined

- Any absence that is not reported in compliance with any of the Reporting Absences procedure below. (Failure to follow call out procedure)
- An absence not specifically identified as an protected absence above.(Absence)
- Any absence that is not reported to the location (i.e., a no/call/no show). (No Call No Show)
- Failure to be in the employee's work area prepared to work at the scheduled start of the employee's assigned shift. (Tardy) after five (5) min.
- Any instance of an employee leaving his/her assigned location without permission before the end of the scheduled shift where such departure is not specifically related to business needs, occupational injury or illness and/or any other business reason acknowledged by management. (Early Departure) is considered thirty (30) min early.
- Failure to provide proper documentation.

REPORTING ABSENCES

- Call out/report tardiness or early departures to the person at your location who holds the following position: **Department Head or Designee of Department Head**
- When calling out, it **is not acceptable** to leave a message rather than speaking directly to the person listed above.
- When calling out, it **is not acceptable** to use text messaging to leave a message rather than speaking directly to the person listed above.
- Call out timing: At least two (2) hours prior to your scheduled shift unless it is impracticable to do so. Call outs are to be done by the employee and not a surrogate except in extreme circumstances.

All occurrences will be tracked using a 12-month annual calendar method

All occurrences that occur in a 12-month period will be counted and accumulate towards disciplinary action per City policy. After 12 months have passed since any particular occurrence, that occurrence will generally not be considered for disciplinary purposes unless a consistent, or persistent pattern of inappropriate behavior exists.

Attendance will be tracked on a 12-month rolling calendar basis according to the following schedule:

- Each tardiness or early departure_____1/2 occurrence
- Each absence _____1 occurrence
- Failure to follow the correct call out procedure_____1/2 occurrence

Occurrences generally will be subject to the following progressive discipline schedule.

Deviations from this schedule may be approved by the City in its sole discretion.

- 3rd occurrence in a 12-month period_____ Verbal /Documented Coaching
- 4th occurrence in a 12-month period_____1st written warning
- 5th occurrence in a 12-month period_____2nd written warning
- 6th occurrence in a 12-month period_____Termination

USE OF Annual Leave or Sick Leave (AL or SL)

An employee may use available AL or SL to receive pay for an occurrence. However, use of AL or SL will not alter any disciplinary action as defined above.

EXCESSIVE ABSENCES IN THE FIRST 90 DAYS OF EMPLOYMENT

Notwithstanding the foregoing, any employee who incurs three or more occurrences in his/her first 90 days of employment may be subject to immediate termination for excessive absenteeism.

NO CALLS/NO SHOWS

No call/ no shows will be subject to an accelerated discipline schedule during the rolling 12-month period due to there heightened impact on the operation. An occurrence will be issued for the attendance violation along with documentation for violation of the no call/no show policy as follows:

- 1st No Call/No Show in a 12-month period _____1st written warning
- 2nd No Call/No Show in a 12-month period_____Final written warning
- 3rd No Call/No Show in a 12-month period_____Termination

JOB ABANDONMENT

An employee may be deemed to have voluntarily resigned from employment after:

- Incurring no call/no shows for three separate offense.
- “Walks off” the job without authorization from their manager.

If the employee has already begun the step discipline process for attendance/punctuality when a no call/no show occurs, the disciplinary process may be accelerated to the final step.

Note: An employee will not be subject to discipline for any absence, tardiness, or early departure protected under the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or other applicable law, provided the employee complies with the procedures described in this Handbook

PATTERNS

Patterns of absenteeism or tardiness may result in disciplinary action, even if the employee has not yet exhausted available paid time off. Absences due to illnesses or injuries that qualify for a protected leave status will not be counted against an employee's attendance record, if the protected leave is verified and approved. Medical documentation is required in these instances. Employees who are absent due to a protected leave are still expected to follow the Department's call-in protocol.

K. LUNCH PERIOD

Each employee shall have a minimum of a thirty (30) minute unpaid meal period (one hour maximum). The meal period shall not be scheduled within the first or last hour of the scheduled work day or shift, unless specifically authorized by the immediate supervisor. If an employee needs to request additional time for a lunch period, the employee is encouraged to discuss options in advance with his/her supervisor.

The lunch period shall be deducted from the number of regular hours worked for an employee's normal work day. The time and duration of the lunch period for specific employees, work sites or crews shall be determined by the Department Head.

L. NEPOTISM/PERSONAL RELATIONSHIPS/EMPLOYMENT OF RELATIVES

No applicant shall be employed in a position where a member of their immediate family would serve in a supervisory position which could directly affect their job performance or job evaluation. For purposes of this policy, immediate family includes children, step-children, first cousins, brothers, sisters, nieces, nephews, parents, grand relatives and in-laws of the employee or his spouse. The status quo of relatives presently on the payroll in violation of this guideline will not be affected; however, all future employees will be governed accordingly.

If employees become related by marriage and create a situation prohibited by this Section, one of the employees may be asked to give up their position.

If a personal, romantic, or intimate relationship is established between two or more employees post-hire, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Department Head. When a conflict or potential conflict arises, due to the relationship affecting employment, the City reserves the right to make any and all employment decisions in the best interest of the City, which may include requiring one of the employees to give up his/her position.

Situations not specifically addressed in this policy that, in the City's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the City's discretion.

M. PRE EMPLOYMENT DRUG TESTING

Pre-employment testing for illicit drugs is a condition of employment for all jobs within the City.

The City of Starkville recognizes, that the use and abuse of drugs and alcohol in today's society is a serious problem that may involve the workplace. It is the intent of City, to provide all employees with a safe and secure workplace in which each person can perform their duties in an environment that promotes individual health and workplace efficiency. Employees of the City are public employees and must foster the public trust by preserving employee reputation for integrity, honesty, and responsibility.

The personnel covered by this policy are subject to pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing. In meeting these goals, it is the City's goal and policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner
- Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances
- Protect the public and City employees from the risks posed by on- the- job misuse of alcohol and use of prohibited drugs
- Encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

THE COMPLETE DRUG AND ALCOHOL TESTING POLICY IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

N. REDUCTION-IN-FORCE / LAYOFF

Department Heads have been charged with the responsibility of restructuring their departments to eliminate those positions not essential to the mission of the department.

The goal is to accomplish the reduction in force without any change in the level of services rendered to the citizens of Starkville. This may require a reorganization of the responsibilities of those employees who remain.

The department head, with prior approval of the Mayor and Board of Aldermen may lay off an employee due to a shortage of funds or work, the abolition of the position, or for other reasons which are outside of the employee's control and do not reflect discredit upon the employee. Any employee who is laid off will be given either a two (2) weeks' notice of the effective date of the layoff, or termination pay.

Any City employee may be laid off for lack of work or lack of funds without a reflection on his/her standing. At least two (2) weeks' written notice of the effective date of the layoff shall be given to each employee affected, with the exception of seasonal or temporary employees, specifically stating the reason for the layoff. Such notice shall be signed by the Department Head or designee.

Regular full - time employees shall not be laid off until all part-time, temporary and seasonal employees occupying the same class are laid off, unless the non-regular employees' jobs are not

funded solely by the City. Employees affected by the reduction in force may apply for consideration for other vacant positions for which they qualify. Affected employees may also apply for employment with the City for any advertised vacancy for which they are qualified.

The primary criterion for selection of those positions and employees affected by the reduction in force is based on whether the positions are critical to meeting the goal of maintaining the current level of service. Consistent guidelines have been established to govern the selection of individuals for layoffs:

- Volunteers will be first in consideration for layoff.
- Next, employees with documented disciplinary issues in the past six (6) months shall be the selected for layoff, with those currently on a Final Written Warning being selected first proceeding in descending order for discipline.
- Evaluation records may be used in determining which employees shall be laid off when two (2) or more employees are basically qualified to fill one (1) position.
- Next, the employee's availability for work as indicated by the employee shall be utilized to determine selection.
- Seniority as indicated by official records, may be used as a criterion, at the discretion of the Mayor and Board, or any other objective criteria that has a rational basis, and is not inconsistent with state or federal law.

During these periods, employees will be laid off and may be eligible to collect unemployment from the state. Mississippi Department of Employment Security, determines your eligibility for benefits. You may contact them directly to open a claim.

Nothing in this policy limits in any way an employee's right to utilize the City's grievance policy. An employee notified of their dismissal shall be provided the opportunity for an informal hearing before the Board, while in a pay status. The only issue relevant in such a hearing is the City's failure to comply with the criteria and procedures set forth in this policy or other applicable law. The employee and their representative, shall be afforded the opportunity to explain why they should not be laid-off.

O. RESIGNATION

Resignation occurs when an employee chooses to end employment with the City. Although we hope your employment with the City of Starkville will be a mutually rewarding experience, we understand that varying circumstances do cause employees to voluntarily resign employment. Should this time come, you are asked to follow the guidelines below regarding notice and exit procedures.

Procedure

1. Employees are encouraged to provide a minimum of two (2) weeks' notice to facilitate a smooth transition out of the organization. Department Heads are requested to provide a minimum of thirty (30) days' notice.
2. All resignations must be confirmed in writing. Employees may wish to complete the Employee Resignation Form provided below for this purpose or may submit other written notice that should

include the reason for leaving and the effective date. Resignations must be submitted to the Department Head with a copy to the Human Resources Director. Resignations by a Department Head must be submitted to Chief Administrative Officer (CAO) and or Mayor with a copy to the Human Resources Director. The Mayor will be responsible for notification to the Board. Employees who verbally resign will receive a Confirmation of Resignation notice within 24 hours.

3. Employees who fail to report to work for three separate offense without properly communicating to their supervisor or Department Head the reasons for their absence will be viewed as voluntarily resigning their employment as of the close of business on the third workday. A notice will be mailed to the employee notifying them that their employment has been terminated based on voluntary resignation.
4. Employees who wish to discuss concerns about their continued employment before making a final decision to resign are encouraged to do so. When resignations are received, efforts begin immediately to make arrangements for continued coverage of duties, so please make sure of your decision before submitting your resignation.
5. Employees will not be allowed to rescind a resignation, whether given verbally or in writing, once the resignation has been submitted to the Department Head and/or the Human Resources Director, or in the case of a Department Head resignation to the Chief Administrative Officer and/or Mayor or Board.
6. Resigning employees must ensure that all tools and equipment are returned and take the opportunity to discuss any questions or concerns related to employment with the City of Starkville. Employees who fail to return any City property, including keys, credit cards, tools, uniforms, cellular phones, laptops and other equipment, will be deemed ineligible for rehire and may be subject to legal proceedings on behalf of the City of Starkville.
7. Departing employees should confirm their forwarding address to ensure that final pay, benefits and tax information are received in a timely manner.

SECTION III – EMPLOYEE BENEFITS

As a full-time employee or regular part-time employee, you are entitled to certain fringe benefits that are intended to provide security and peace of mind to you and your family during your employment with the City of Starkville.

A. HEALTH INSURANCE BENEFITS

Benefits may include medical, dental, vision, voluntary and flexible options. Employees are eligible for coverage on the first day of the month following 30 days of employment. Dependents that may be covered include legal spouse and children up to age 26. Supporting documentation is required before benefits can begin.

Each plan year begins in October 1st, with the open enrollment period occurring in the month of September, prior to the new plan year. Health plan options, benefit designs, eligibility rules, and premiums are subject to change each plan year. Informational meetings and other communications are available during the open enrollment period.

The Benefit plans offered by the City, allows full-time employees to be enrolled in the City's Group Medical and Life Insurance Program. The City pays all of the premium for its employees. However, if family or extra coverage is desired, the employee is responsible for those premiums. The City will pay a prorated share of Medical Insurance for regular part-time employees.

Employees who pay their health insurance premiums for family or extra coverage, is paid on a pre-tax basis. When employees enroll in medical, dental, or vision insurance, the premiums are deducted from payroll checks before taxes according to IRS Section 125.

For more in-depth information regarding the offered benefits, please see the Enrollment Benefits Guide.

Qualifying Events for Changes to Coverage

It is the employee's responsibility to notify the City if a significant qualifying event occurs that may result in a change in coverage. Employees must notify the City within thirty-one (30) days of experiencing a qualifying event and submit supporting documentation to be eligible to change coverage. Some events allow the employee to make changes to benefits including adding or dropping dependents, adding coverage or terminating coverage.

To make a change in pre-tax deductions that are allocated under the Section 125, employees must have a qualifying event. Under the Internal Revenue Service rules, employees may change his/her health insurance deductions (elections) during the year only after one of the following qualifying events:

1. The employee has a change in family status (e.g. marriage, birth, death, legal separation, divorce, dependent child attaining the maximum age of coverage).
2. The employee's spouse loses coverage due to termination of employment.

3. The employee terminates employment or retires with the City.
4. The employee's spouse has a change in employment status which results in either acquiring or losing eligibility for health insurance coverage.
5. The employee receives a divorce/legal separation and are required under a court order to provide health insurance coverage for his/her eligible dependent children and/or legally separated spouse.
6. There is a significant change in the employee's or his/her spouse's health coverage which is attributable to the spouse's employment.
7. Other reasons consistent with Federal Law such as Healthcare Reform.

Changes in pre-tax health insurance deductions that stem from any of these qualifying events must be made within 30 days of the event.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the City's health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

B. RETIREE HEALTH BENEFITS

If eligibility criteria are met, retirees may continue healthcare benefit coverage into retirement, including dental and vision coverage, providing that they were enrolled in these benefit programs immediately prior to retirement. The opportunity to continue healthcare benefits will be offered on a one-time basis to eligible terminating vested or retiring employees. The election to continue healthcare benefits after employment terminates must be filed in writing by the end of the last day of regular employment.

Eligibility for continuing healthcare benefits will be determined at the time of separation from service. The employee who is separating from service must be currently enrolled in the healthcare benefit program to be eligible for continuation of benefits at the time of separation.

C. LIFE INSURANCE

The City provides group life insurance to employees who are classified as Regular Fulltime. Coverage is effective on the first day of the month following Thirty (30) days of continuous employment with the City.

Eligible employees are provided ten-thousand (\$10,000) of life insurance. The coverage includes accidental death and dismemberment coverage (AD&D) in an equal amount.

Employees are given the opportunity to voluntarily purchase supplemental life insurance benefits

on an after tax basis for themselves and their dependents at the time of hire and at open enrollment each year. Enrollment may require evidence of insurability depending upon the amount of insurance requested and guaranteed issue limits. If the employee is not actively at work on the day coverage is scheduled to begin, coverage will begin on the day the employee returns to work and is considered actively employed.

D. TUITION ASSISTANCE PROGRAM (TAP)

The City of Starkville is committed to helping employees continue their education and develop in their professional careers. In keeping with this philosophy, the City has established an Educational Assistance Program to recognize the motivation of employees who choose to pursue higher and continuing education by reimbursing them for expenses incurred through approved accredited colleges or universities or at approved specific job-related training programs. In all cases, the City will only consider programs for reimbursement that have a job-relatedness to either the employee's current position with the City or that may enhance the employee's career growth opportunities with the City.

Educational Assistance Benefits will be available only if departmental training budgets are sufficient to meet their costs.

All requests for Educational Assistance Benefits must be pre-approved by the Mayor and Board of Aldermen.

All employees are required to sign an agreement to repay the City if he/she leaves employment either voluntarily or involuntarily for reasons within their control prior to two years after tuition assistance has been received. The repayment will be prorated according to the employee's length of service after such benefits have been received, with the employee being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. The employee will be responsible for the costs of any fees associated with the collection of amounts due to the City of Starkville under this agreement, including attorney and court fees should legal action be necessary to collect such fees.

In the event of a reduction of force or if the employee is terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Human Resources Director of the City of Starkville shall review such termination and shall render the decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

THE COMPLETE TUITION ASSISTANCE PROGRAM (TAP) POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

E. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The employee assistance program (EAP) is designed to help all Regular Full-time and Elected City employees and their family members cope with problems before they become unmanageable. The EAP provides employees and their household members with confidential access to assistance and resources from 8-5pm (9) hours per day, five (5) days per week by calling (662) 244-2560. The EAP provides short term counseling and support on many issues including depression, grief, legal issues, alcohol/drug abuse, financial pressures, identity theft, stress, anxiety, and many more.

The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. Contacts to and information given to the EAP counselor may be released to the City of Starkville, only if requested by the employee in writing. There is no cost for an employee to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

F. WORKERS COMPENSATION

The City has elected to participate in the Mississippi Municipal Workers' Compensation Program. All Employees, who have an accident or injury; **no matter how minor**, while on the job, must notify their Department Head **within 24 hours of the incident**. If medical care is needed, your Department Head, will have to report it as first report of injury.

If the injury is deemed to be work-related and you are unable to earn your full pay due to your injury, you may receive workers' compensation benefits related to lost wages. Time away from work due to a work-related injury, will be deemed to run concurrently with leave under the FMLA and similar state or local law, if applicable.

While out on Workers Compensation, leave is not accrued.

WHY DO YOU REPORT IMMEDIATELY?

Reporting an incident (no medical treatment) or injury requiring medical attention, immediately helps to:

- Ensures that management can address and get you immediate medical attention if needed.
- Ensures that unsafe conditions can be corrected immediately to prevent others from being hurt or injured.
- Ensures that an injury investigation gets performed while information is fresh in the minds of those involved.
- Reduces the likelihood of injury severity from prolonged aggravation.
- Reduces the likelihood of fraudulent claim suspicion stemming from a late report.

Failure to report an incident or injury within 24 hours of the event can result in disciplinary action.

WHAT ARE FRAUDULANT CLAIMS?

- Failing to report until a later date, even over the weekend, raises suspicion that an employee may have been injured at home or while performing non-work related duties, and are looking for the medical expense to be covered by the employer. This is a fraudulent claim.
- Fraudulent claims are insurance fraud, a felony, and could result in loss of employment and jail time.

G. Unemployment Compensation

The Mississippi Department of Employment Security determines employee's eligibility for benefits. Employees may contact them directly to open a claim or visit their website at mdes.ms.gov

SECTION IV – CLASSIFICATION PLAN

A. PURPOSE

The Human Resources Department will maintain a Classification Plan that provides a listing of employment positions in the City. The Classification Plan provides a complete inventory of all positions in the City's service and an accurate description and specifications for each job classification. Job classifications are based on an analysis of the duties and responsibilities of each position and include minimum requirements of education, training, experience, skills, knowledge, and abilities necessary for the job.

B. USE OF JOB DESCRIPTIONS

Job descriptions are a mechanism of communicating goals, objectives, values and expectations between employees and supervisors. The job descriptions will contain a general description of the position, essential functions, and additional duties of the job. It should be noted that these elements listed are not entirely inclusive or descriptive of all duties.

The job description shall also contain minimum training and qualifications and the ADA Amendments Act (ADAAA) elements and standards required to perform essential job functions. The minimum qualification standards on job descriptions should serve as norms for applicants coming into the job setting and should also serve as a basis for performance indicators in meeting the expectations of the City for each employment position.

C. USE OF THE CLASSIFICATION PLAN

The Classification Plan may be used:

1. As a guide in recruiting and examining candidates for employment.
2. In determining lines of promotion and developing employee training programs.
3. In determining salaries to be paid for various types of work.
4. In providing uniform job terminology understandable by all City officials and employees and by the general public.

D. ADMINISTRATION OF THE CLASSIFICATION PLAN

In conjunction with the Department Heads and incumbent employees, the Human Resources Department shall be responsible for maintaining accurate job descriptions in the Classification Plan that reflect the duties that each employee performs. Employees and their supervisors shall maintain open communications and dialogue to ensure that job descriptions are reviewed and updated on an annual basis or as needed. The Human Resources Department will conduct a review of the entire Classification Plan by examining the nature of the position classes and recommending the appropriate changes in allocations or in the Classification Plan itself. This review will be conducted every three (3) years or when feasible as determined by the Human Resources Department and Administration.

SECTION V – COMPENSATION PLAN/ PAY PRACTICES

A. PURPOSE

The City shall maintain a Compensation Plan, which assigns pay ranges to each employment position identified in the City's Classification Plan. The Compensation Plan, is intended to provide fair compensation for all classes of positions in the Classification Plan. The salary of each employee shall be set within those established ranges as approved by the City, within budgeted fiscal resources.

The Compensation Plan is to be used in consideration of pay ranges for other job classes, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the City, and other factors. To this end, the City may develop comparative studies of factors affecting the level of salary ranges and make recommendations to the Mayor and Board of Alderman, during the budget approval process.

The City shall adhere to the provisions of the United States Department of Labor's Fair Labor Standards Act (FLSA) as applied to Mississippi Municipalities.

B. MAINTENANCE OF THE COMPENSATION PLAN

The Human Resources Department will conduct compensation studies with public agencies that are similar in structure and size. All factors affecting the level of salary ranges shall be reviewed, and recommendations shall be made to the Mayor and Board of Alderman, regarding any proposed changes in salary ranges as needed.

C. USE OF SALARY RANGES

Salary ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class.

Employees are generally hired at the minimum pay rate established for a job classification;

however, some employees may be hired at a higher rate depending on their experience and education. Any Department Head, desiring to hire an applicant at a salary rate above the minimum, must submit a written justification to the Human Resources Department for approval. No employee may be paid at a rate less than the minimum of the salary range nor more than the maximum pay range prescribed for the class in which the employee is working as set forth in the Compensation Plan.

D. OVERTIME PAY AND COMPENSATORY TIME

A supervisor may require an employee to work at any time when circumstances require work beyond their regular work schedule. In accordance with the FLSA, non-exempt City employees, with the exception of law enforcement and fire protection personnel, shall be compensated for actual time worked in excess of forty (40) hours in a workweek at the rate of time and one-half. Paid leave such as holiday and personal leave does not apply toward time worked.

Non-exempt employees may elect to receive compensatory time in lieu of overtime pay. Compensatory time is time off instead of monetary overtime compensation at a rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees may accrue up to two hundred forty (240) hours of compensatory time. Non-exempt sworn employees may accrue up to four hundred eighty (480) hours of premium compensatory time.

A non-exempt employee, who has accrued compensatory time, shall be permitted to use such time off within a reasonable period after making a request to use such time, unless such use would unduly disrupt the operations of his/her department and not just cause mere inconvenience.

Records of employee compensatory balances for non-exempt employees shall be maintained in the departments as well as the payroll clerk. Employees requesting compensatory time must record the actual hours worked each workday on the time sheets submitted for payroll. Written approvals and leave requests shall be maintained in the payroll and personnel files.

Each Department Head or designated supervisor shall be responsible for establishing work schedules and work periods for employees within his/ her department so as to minimize the amount of overtime pay and compensatory time.

Upon separation of employment, a non-exempt employee shall be paid for documented unused compensatory time. Payment for compensatory time shall be made at the rate earned by the non-exempt employee at the point the employee utilizes the compensatory time.

Non-exempt employees shall work beyond their scheduled number or work hours only when it has been authorized in advance by the Department Head. Any employee who fails to obtain authorization for working beyond the maximum allowable hours shall be subject to disciplinary action. However, no Department Head shall deny overtime pay or compensatory time for work that has already been performed.

Employees affected by a change in their classification from non-exempt to exempt status or from exempt to non-exempt status shall be notified by their Department Head of the change in their status and any overtime pay provisions within thirty (30) days. Any compensatory leave earned as

a non-exempt employee shall either be used prior to becoming an exempt employee or banked for future use.

The Fire Chief and Police Chief shall establish written policies on premium compensatory leave and pay calculations for employees engaged in fire protection or law enforcement activities, based on local, state or federal law. Such policies shall comply with the provisions of the FLSA.

E. EMPLOYEE TIME RECORDS

All non-exempt employees are responsible for recording all actual hours worked using the Department's time reporting procedures. Department Heads shall review and sign all-time records. The following rules shall apply to time reporting procedures for non-exempt employees:

1. Employees are responsible for recording their starting time, quitting time and total hours worked for each work day;
2. Employees are not permitted to sign in/clock in before their normal starting time or to sign out/clock out late after their normal quitting time without the prior approval of their supervisor;
3. Employees shall not remove a time sheet/time cards from the designated employee area or leave the premises with said time sheet/time card;
4. Employees given permission by their supervisor to leave their job assignment for any purpose besides City business during work hours must sign/clock out when leaving and sign in upon returning to work, unless otherwise directed by their supervisor in writing;
5. An employee failing to properly sign his/her time sheet/time card must have it immediately approved and initialed by a supervisor or Department Head to insure payment for hours worked; and
6. No unauthorized representative/employee shall mark on another employee's time sheet/time card. Employees that alter another employees' time sheet/time card shall be subject to disciplinary action.

Failure to properly record hours worked may result in not being paid for those hours in question on the time sheet. Continued non-compliance may result in disciplinary action.

F. ON-CALL PAY (Policy 11)

On-call service is necessary for the proper maintenance and operation of certain City services. On-call time is defined by departmental needs, as a period of time in which an employee is required to be available to report to work at the employer's discretion. The designated on-call, non-exempt employee, is expected to be easily reachable and able to report to work within thirty (30) minutes of receiving notification.

In an effort to address appropriate issues for city-wide standardization, the board has adopted the following criteria for those personnel, who are designated as on-call employees:

1. Each department shall designate the time when the on-call status shall commence and end.
2. Each department head is responsible for the personnel, who are designated for such status and their availability in service to the City.
3. Each department head is directed to distribute or rotate the on-call status responsibility in a fair and equitable manner as dictated by the requirements of the department.
4. Department Heads, will ensure they have appropriate and updated contact information, including current phone numbers, for on-call employees.
5. Employees, designated for being on-call, shall ensure they respond, when contacted and report to work within thirty (30) minutes from receiving the notification.
6. Employees, are also restricted from consuming alcohol or other substances that could impair their ability to respond. Each person, who requires medication is charged with the responsibility to report the condition to the supervisor, so that alternate on-call personnel arrangements can be made.
7. Non-exempt employees, who are designated for on call duty shall receive one hundred–twenty (\$120.00) for on call pay in addition to the actual number of hours worked.
8. An employee who is not designated to be on call, but is unexpectedly called to work area due to an urgent situation, after normal working hours will be paid the minimum of three (3) hours or actual hours worked if it exceeds three hour for each actual trip to the City to address call-in issues. Hours reported will be paid at the overtime rate if appropriate (over 40hrs).

Non-exempt employees, with the exception of departments/divisions that have regularly scheduled work shifts; twenty-four (24) hours each day-seven (7) days a week, who are unexpectedly called back to their work area, due to an emergency situation on an official **City holiday**, shall receive one hundred–twenty (\$120.00) for on call pay; eight (8) hours holiday pay; and shall be paid four (4) hours straight pay for being on call.

The actual time the employee works over their standard hours for the work week shall be subject to overtime.

For public safety staff, their services are needed 365 days a year. Their holiday benefit, can be used at a later date, at the discretion of the Department Head.

Employees must log hours on a time sheet a city approved method, which will then be used as documentation to support changes in the City's time clock system and/or payroll system and will be submitted as part of the City's permanent payroll record. Compensable time shall not include the time it takes to travel to and from the office or work area by the most direct route.

G. EMPLOYEE PAY

The City makes every effort to ensure, employees receive their pay on time. City employees shall be paid generally through direct deposit on a bi-weekly basis, with payday being every other Friday. There are some employees, who were hired before the bi-weekly conversion and remain on a monthly basis. Those employees are paid at the end of each month. There is also some location's who are paid on the 1st and 15th of the month. Employees, who are currently paid on a monthly basis and receive a promotion shall be moved to a bi-weekly basis. Employees with questions about their pay should contact the designated Pay Clerk for their department within the pay period in question or immediately thereafter. If a Pay Clerk is not available, contact the HR Department.

Anniversary Increase:

All regular full-time employees of the City shall receive longevity pay in addition to their regular base pay in accordance with the following schedule:

3% ANNIVERSARY INCREASES GIVEN AT YEARS 3, 6, 10, 15, 20, 25

SECTION VI – LEAVE POLICIES

A. Holiday's

The City recognizes the following Holiday's, as designated annually by the Board of Aldermen:

New Year's Day	1st of January
Dr. Martin Luther King Jr.	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Veteran's Day	11 th of November
Thanksgiving Holidays	Thanksgiving Day and day after
Christmas Holidays	Christmas Eve & Christmas Day

All fulltime equivalent employees are eligible.

Holiday pay is the regular straight time rate for the number of hours in an average workday.

Employees, whose regularly scheduled day off falls on a holiday, shall be entitled to the straight time holiday pay.

When any of these days falls on a Saturday, the preceding day (Friday) will be observed as a holiday. When any of these days falls on a Sunday, the next day (Monday) will be observed as a holiday.

If a City holiday occurs on an eligible employee's vacation day, it may be counted as a holiday instead of a vacation day.

Unless on authorized leave, employees must work, their work day before a holiday, and their work day after a holiday, in order to be paid for the holiday.

Employee scheduled or required to work on a holiday, shall receive holiday pay; and pay for any hours worked on the holiday, or it could be used for straight time pay or compensatory time off, to use on a later date as approved by the department head.

B. PERSONAL LEAVE

Personal Leave, is provided to all full-time employees, after one month of continuous service.

Personal Leave, is earned based on years of service. Please see the chart below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	12 hours	18 days
3 years and 1 months to 8 years	14 hours	21 days
8 years and 1 months to 15 years	16 hours	24 days
Over 15 years	18 hours	27 days

Fire 24 Hour Shift Personnel

Fire personnel, who are regularly scheduled to work twenty-four (24) hour shifts will earn personal leave on a monthly basis, as shown in the accrual schedule below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	16.8 hours	25.2 days
3 years and 1 months to 8 years	19.6 hours	29.4 days
8 years and 1 months to 15 years	22.4 hours	33.6 days
Over 15 years	25.4 hours	37.8 days

1. There is no limit to the accumulation of earned personal leave.
2. Personal leave may be used for vacations and personal business.
3. Sick leave must be used for the first day of an employee's illness.
4. Employees are required to complete and submit the appropriate leave of absence paperwork for any absence.
5. An employee may not be granted personal leave in an amount greater than earned and accumulated.
6. Upon termination of employment, each employee will be paid for unused personal leave not to exceed thirty (30) leave days. One day of leave time is equivalent to eight (8) hours for all employees, including policemen and firefighters.

7. Upon termination of employment, unused personal leave in excess of thirty (30) days will be counted as creditable service for purposes of the State Retirement System.
8. Should an employee die having accumulated personal leave credit, the final check for wages or salary for the unused personal leave, up to 30 days will be given to the person designated by the employee for this purpose or, in the absence of such designation, to the beneficiary of such employee as recorded with the Public Employee Retirement System.
9. Requests for personal leave must be submitted in writing to the staff employee's Department Head, in accordance with departmental request procedures, at least 3 days prior to the time requested. A department head may deny a request for leave based on business necessity. Failure to receive approval prior to taking time off and/or failure to return to work at the end of an approved personal leave may be cause for disciplinary action up to and including termination.

C. MAJOR MEDICAL LEAVE

Major Medical Leave, is provided to all full-time employees, after one month of continuous service. Major Medical Leave, is earned based on years of service. Please see the chart below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	8 hours	12 days
3 years and 1 months to 8 years	7 hours	10.5 days
8 years and 1 months to 15 years	6 hours	9 days
Over 15 years	5 hours	7.5 days

Fire 24 Hour Shift Personnel

Fire personnel, who are regularly scheduled to work twenty-four (24) hour shifts will earn personal leave on a monthly basis, as shown in the accrual schedule below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	11.2 hours	16.8 days
3 years and 1 months to 8 years	9.8 hours	14.7 days
8 years and 1 months to 15 years	8.4 hours	12.6 days
Over 15 years	7.0 hours	10.5 days

1. An employee who has used more than three (3) consecutive days/shifts of sick leave must provide documentation to substantiate his/her absence and documentation regarding the employee's fitness to return to work.

2. If an employee has requested the use of vacation, compensatory, or personal time and that request was denied by his/her supervisor and the employee thereafter utilized sick leave on the day(s) for which the employee's request for vacation, compensatory, or personal time was denied, the employee must provide documentation substantiating his/her use of sick leave on that day(s).

D. LEAVE DONATION PROGRAM

Any City of Starkville employee may donate a portion of his or her earned major medical leave and/or personal leave to another employee who is suffering from a catastrophic illness or catastrophic injury as defined below, or to another employee who has a member of his or her immediate family, who is suffering from a catastrophic illness or injury, in accordance with the following:

The program allows eligible employees to donate accrued major medical leave and/or personal leave, to assist eligible co-workers who would otherwise be subjected to a loss of income during a continuing absence from work. Participation in the Program is entirely voluntary and is open to all employees, who are eligible to accrue major medical leave and/or personal leave, within the City.

The Program is subject to change without notice, non-grievable and is not subject to any arbitration policy applicable to any employee. Donations must be made in full day increments and are irrevocable. The donated leave can only be credited for future use and not on a retroactive basis. Pay received as donated leave will be treated as earned income.

THE COMPLETE LEAVE DONATION PROGRAM POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

E. FAMILY AND MEDICAL LEAVE

The City of Starkville recognizes, there are times when an employee may need to be absent from work, due to qualifying events under the Family and Medical Leave Act (FMLA).

An employee with at least 12 months of service, who has worked 1,250 hours or more for The City in the past 12 months may request protected unpaid leave under our Family and Medical Leave Act (FMLA) Policy. In addition, The City, will comply with any similar applicable state and local laws regarding leave. Where applicable, leave under the City's FMLA policy, will run concurrently with similar leave under applicable state or local law.

- **Parental Leave:** For the birth or placement of an adopted or foster child
- **Personal Medical Leave:** When an employee is unable to work due to his/her own Serious Health Condition
- **Family Care Leave:** To care for a spouse, child, or parent with a Serious Health Condition
- **Military Exigency Leave:** When an employee's spouse, parent, son or daughter (of any age)

experiences a Qualifying Exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists)

- **Military Care Leave:** To care for a an employee's spouse, parent, son, daughter (of any age) or next of kin, who requires care due to an Injury or Illness incurred while on active duty or was exacerbated while on active duty.

For the first four reasons listed above, an employee may take up to 12 weeks of FMLA leave in a 12-month period measured backward from the date the employee uses any FMLA leave for these purposes.

For the last reason listed above, an employee may take up to 26 weeks of FMLA leave in a 12-month period that is measured forward from the date the employee's first leave for this purpose begins. The 26 weeks available includes up to 12 weeks of leave taken for the first four reasons listed above.

Note:

If you would like to request FMLA leave, you must provide verbal or written notice sufficient to make your Department Head or the appropriate Human Resources Professional aware of your need for FMLA leave, as well as the anticipated timing and duration of the leave.

Return to Work

Any employee returning to work from an extended leave as a result of a serious injury or illness, extended absence, or from any other health-related circumstance that may call to question their ability to perform the essential functions of the job in a safe and effective manner, must provide a medical release to return to work to the department designee.

A Medical Release must be received by the department designee before the employee will be permitted to return to regular duty.

General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for himself/herself or others. Any employee on a leave of absence, who is found to be working elsewhere without permission will be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

F. CIVIC/COURT LEAVE

An employee, who is summoned or subpoenaed to appear as a party, witness, or juror will be excused from work for the days on which they serve. Employees must notify their manager as soon as they are called for jury duty, so that arrangements may be made to cover work assignments.

If an employee is relieved from duty prior to 12:00 noon, they are expected to report back to work.

Unless otherwise required by state law, an employee will receive the difference between jury duty earnings and regular pay (excluding overtime or other premium payments) for hours they would have worked if they had not been required to report to jury duty.

Pay for jury duty service is subject to a maximum of 5 days.

A copy of the jury duty summons and jury duty check stubs, must be provided to your Department Head immediately (next work day) after returning from jury duty so your pay may be calculated.

G. BEREAVEMENT LEAVE

An employee may take up to five (5) days of paid bereavement leave per calendar year, for the death of an immediate family member.

Unless otherwise provided, an immediate family member for purposes of this leave includes your spouse/domestic partner, parent (biological, adoptive, step or foster), legal guardian, sibling, child (biological, adoptive, step or foster), grandchild or grandparent, as well as his/her spouse/domestic partner's parent, legal guardian, sibling, child, grandchild or grandparent.

Unpaid leave may be requested for bereavement for other categories of extended family, including but not limited to: aunts, uncles, cousins, nieces, nephews, in-laws and step-family relations. Request for unpaid bereavement leave will be granted based on business need and schedules. If approved by your manager, unpaid leave for this purpose may be subject to the same documentation requirements upon request of management as paid bereavement leave.

H. MILITARY LEAVE

Any employee of the city called to enter the military services of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Commissioned Corps of the Public Health) shall be given a leave of absence for the duration of such military service, and upon the termination of such service, the Mayor or Board, shall reinstate the employee in the position he/she held at the time he/she entered such military service, if such position exists. Further, the employee can also continue his/her existing health coverage for the employee and his/her dependents for up to 24 months while the employee is fulfilling military service obligations.

The process for reinstatement of employees returning from military leave begins when the employee notifies the department head or designee of his/her intent to return to work. The

following guidelines apply:

1. On the first work day back for employees deployed 30 days or less
2. Within 14 days of the end of service for employees deployed up to 180 days
3. Within 90 days of the end of service for employees deployed 181 days or longer

The returning employee will be reinstated in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

If the position has been abolished, the employee shall be given a position of equal pay grade and at a salary of not less than that which he/she received before such military service or would have held had he/she not entered such military service. Such employee shall retain all rights and benefits which he/she had under any civil service or tenure law of the city, and shall retain all rights and benefits he/she had under insurance and pension law of the city at the time he/she entered such service for the United States Government, and shall be given credit for the years spent in the military service in computing the time served for pension purposes.

Unless his/her military organization requires a specified time for the training period, the employee shall arrange with his/her Department Head for a mutually suitable time period. Employees shall be granted fifteen (15) days of paid leave for each calendar year for active- duty training.

Every employee returning from military leave shall submit to his/her Department Head proof of the number of days spent on duty.

I. CITY LEAVE/ LEAVE OF ABSENCE

Employees who are not eligible for leave under FMLA and need time off for personal or health reasons, he/she may apply for a personal leave of absence without pay pending the Mayor and Board of Aldermen approval. Personal leaves, are limited to a period of thirty (30) days, in any one calendar year, and service credit shall not be granted for the time of the leave. Accrued leave time and earned compensatory leave can be used.

Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least thirty (30) days' notice. If 30-days' notice is not practicable notice must be given as soon as possible. Employees are expected to complete and return leave a request form prior to the beginning of leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.***

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.***

Leave Request Process: Any employee requesting leave under FMLA should notify the immediate supervisor and contact the City's HR Department. The HR Department will provide information and the necessary documents to the employee to begin the process.

SECTION VII – GENERAL POLICIES

A. DRESS CODE

Personal appearance and manner of dress is an important part of your job responsibilities. Employees are expected to dress and groom in a manner which reflects good taste and which is appropriate for the type of work performed. Since all employees deal with co-workers and the public on a daily basis, personal hygiene is a requirement. Employees should ensure their personal hygiene will not be offensive to others around them. This includes but is not limited to – scented body products, perfume/cologne, oral hygiene and body odor. Specific dress codes vary based on the position held and whether the job requires the use of a uniform, safety equipment, or safety footwear.

In departments where uniforms are required to be worn, all employees are expected to wear the uniform according to departmental policy. All uniforms are expected to be kept neat and in good condition. Depending on the department an employee is assigned to, the City may furnish a uniform.

Employees who do not regularly meet with the public should follow basic requirements of safety and comfort, but should still be as neat and business-like as working conditions permit.

Administrative employees who deal with the public are expected to dress in a manner that is professional and that projects a positive image for the City.

Employees are required to adhere to the following guidelines.

1. Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest or buttocks areas.
2. Clothing should be free of sexually related references, foul language, or messages that suggest or promote the use of illegal drugs or alcohol.
3. Body piercing jewelry will only be worn on the ear. No other areas of the body should be visible with body piercing jewelry.
4. In keeping with a professional image, visible tattoos shall not be obscene as determined by the Department Head or designee.
5. Employees may not wear halter tops, beachwear, t-shirts (without City logos), sports jerseys, shorts, spandex or other form fitting pants, work-out attire or distracting, offensive or revealing clothes on any day of the workweek.
6. The Department Head or designee may choose to authorize a particular day or day of the week during which casual clothing may be worn. On designated casual days, employees may wear sports jerseys or shirts and blue jeans that are not overly worn, torn or tattered.

An employee who does not meet the standards of this policy will be subject to corrective actions,

which may include leaving the work location to correct the dress code violation. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy may be cause for disciplinary action.

B. POLITICAL ACTIVITY

The City believes all employees have a civic duty to cast their votes for candidates and issues as they choose. Employees also have the right to support candidates and issues with their personal efforts and volunteer contributions.

However, no such activity will be conducted during working hours nor at the expense of the City. Employees will not be subjected to coercion, intimidation, or threat of reprisal because of their political activities. Employees scheduled to work during the entire time the voting polls are open shall be granted sufficient time off to vote.

Employees choosing to run for elected office must notify their Department Head.

Running for Office

Any City employee running for an elective and public office must request a leave, i.e., to include vacation leave, personal leave and compensatory time, or leave of absence without pay. Sick leave cannot be used for such purposes. The effective period of such leave would be thirty (30) days prior to active campaigning or the appearance of any conflict in discharge of City duties as an employee.

Winning an Office

A candidate who is successful in winning the elective office is eligible to return to his/her City position until he/she is duly sworn and qualified for the position unless a conflict develops concerning his/her City duties as an employee. If a conflict situation develops concerning the duties of the employee, the employee must resign from his/her job.

Losing an Office

A candidate who is unsuccessful in election to public office may return to his/her position in accord with the conditions of the approved leave.

SANCTIONS

If an employee is found to be participating or otherwise conducting activities which cause conflict in the office of assignment, he shall be subject to disciplinary actions to include dismissal as determined by their immediate supervisor, who would then make a recommendation to the Mayor and Board of Alderman.

C. PHONE CALLS

The use of City phones for personal reasons should be kept to a minimum. Occasional personal phone calls are permitted so long as they do not interfere with the normal routine of business and last no more than five minutes each. Directory assistance should be used only when absolutely necessary and only for city business.

D. GARNISHMENTS AND ATTACHMENTS

Garnishments and attachments create an administrative burden on the City. For this reason, they are looked upon with disfavor and recurrences may result in disciplinary action.

E. PERSONAL FINANCIAL

All employees are expected to meet their personal financial obligations promptly so that creditors will not have to ask for the City's assistance in collecting amounts owed to them. In the event that a garnishment or similar proceeding is instituted against an employee, the City must deduct the required amount as specified by law from the employee's paycheck. Compliance with writs of garnishments and similar orders imposes an administrative and financial burden on the City. Additionally, the failure of an employee to meet his or her financial obligations does not reflect favorably on the City and frequently may cause an adverse effect on the employee's job performance.

No employee will be subject to any disciplinary action for garnishments(s) for any single indebtedness. However, garnishments for more than one indebtedness may result in disciplinary action up to and including termination.

Disciplinary action will not be taken for any wage attachment or garnishment resulting from:

1. Any order for the support of any person issued by a court of competent jurisdiction or in accordance with an administrative procedure, which is established by state law, which affords substantial due process, and is subject to judicial review.
2. Any order of any court of bankruptcy.
3. Any debt due for any state or federal tax.
4. Any garnishment or similar proceeding for which the City does not have to begin deductions because the employee obtains a release prior to the commencement of deductions.

Once payroll deductions are completed for a garnishment or wage attachment through either deduction of the full amount or a duly executed release stopping the deductions, the employee's record will be considered as clear if no further garnishments or wage attachments are received within a twelve (12) month period. However, if additional garnishments are required to be honored within twelve (12) months after cessation of payroll deductions, the employee may be subject to disciplinary action.

Normally, disciplinary action will be as follows:

1. Second incident—Verbal warning (to be documented in personnel file).
2. Third incident— Written warning.
3. Fourth incident— Consideration of Termination.

All discussions and any disciplinary actions as a result of this policy will be handled by the Human Resources Director of the City to ensure the confidentiality and privacy of the employee's information. The City reserves the right to review violations of this policy and may, based on the

circumstances, deviate from the disciplinary actions specified above. Such deviation will not be considered as modifying this policy or setting any precedent for other cases.

Questions regarding this policy should be discussed with the Human Resources Director of the City.

F. CITY VEHICLES

The purpose of this policy is to define and describe the usage parameters related to the operation of City of Starkville vehicles by City employees. The purpose of this policy is to:

- a) Ensure the safety and well-being of City employees
- b) Facilitate the efficient and effective usage of City resources
- c) Minimize liability to the City
- d) Establish standard requirements and procedures for all City of Starkville employees who drive a motor vehicle including over the road equipment in the course of City business. In this Policy, the term vehicle shall be defined as any motor vehicle including over the road equipment and off-road equipment such as mowers, tractors, bulldozers, etc.

It is incumbent upon all operators of City vehicles to follow all motor vehicle laws and rules of the road, and to operate City vehicles in a safe and courteous manner. It is recognized that this policy may not cover all instances and examples of acceptable vehicle usage. In cases not specifically covered in this policy, the employee is responsible to utilize common sense and seek clarification from their immediate supervisor, Department Head, or the Personnel Office. Failure to adhere to all aspects of this policy may result in the employee being held personally responsible for damages, and may result in disciplinary actions up to and including a recommendation for termination if so determined by the employee's Department Head.

All employees who will drive vehicles at any time during the course of their employment must become familiar with this policy, and will be required to sign a statement that they understand and shall adhere to this policy document before they are granted on-going permission to drive a City vehicle.

All automobiles and other vehicles which are owned by the city, except those used by the Chief of Police, and the Detective bureau of the department of police, shall be distinctly marked as the property of the city by placing signage in a conspicuous place, in such a manner that the same cannot be removed, the municipal device, together with the words "City of Starkville", and the number operating the said automobile or other vehicle.

This policy document applies to all employees who operate City vehicles of any type on either a regular or occasional basis. The City reserves the right to deny any employee the use of a City vehicle and may choose not to indemnify any employee who fails to adhere to the policies and procedures contained in this document.

THE COMPLETE CITY VEHICLES POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, AND IS HEREBY EXPRESSLY INCORPORATED HEREIN.

G. VOICE RECORDERS

It is the policy of the City of Starkville that no City employee shall record a conversation, electronically or otherwise, without first making the fact clearly known to the other employee. The sole exception to this rule is that as part of a criminal investigation and with the authority of the Chief of Police conversations may be recorded for the purposes of criminal investigation

H. SOLICITATION

In order to avoid interference with work, the City, has adopted the following procedure with respect to solicitation and distribution.

It is the policy of the City of Starkville, that no employee of the City of Starkville involve the City's name or its resources, directly or indirectly, in fund raising without prior consent of the specifics of each activity by the Department Head and Mayor.

Solicitation of one employee by another employee for membership, contributions, funds or other purposes, while either employee is on working time is prohibited, unless approved by the Mayor. Working time refers to that portion of the workday in which the employee is performing actual job duties.

Distribution of printed or written literature of any kind on company or client property is prohibited, except in non-working areas during non-working time. Working areas refer to where work is actually performed.

I. TOBACCO POLICY

The City of Starkville, is committed to promoting a healthy environment for its staff and visitors without the hazards associated with tobacco products.

In keeping with the City of Starkville's intent to provide a healthy, comfortable, and productive work environment for its employees, effective February 1, 1998 and amended on September 15, 2009, smoking and the use of tobacco products is prohibited throughout all City of Starkville offices and buildings and vehicles.

The Policy on Smoking and use of Tobacco Products applies to employees during working hours and to the general public when they are on City property.

This policy applies equally to all City employees, clients, contractors, and visitors.

The use of tobacco and non- tobacco products designed and used as a substitute for a tobacco product; including but not limited to cigarettes, cigars, pipes, electronic cigarettes (e-cigarettes), vaporizing devices, smokeless tobacco, snuff and chewing tobacco is prohibited in any enclosed areas of City buildings. This includes, but is not limited to, common areas, hallways, meeting rooms, offices, restrooms, parking lots, all City-owned adjacent property, City vehicles and equipment, as

well as any area enclosed by garage type doors on one or more sides when all such doors are completely open.

Tobacco users are responsible for ensuring that all tobacco activity, including the lighting and discarding of cigarettes, takes place at least fifty (50) feet from the doors, windows and ventilation systems of City of Starkville buildings, to avoid infiltration of smoke into the buildings and only during approved break or lunch periods.

The success of this policy depends on the cooperation and thoughtfulness of smokers and non-smokers. All employees are responsible for adhering to and enforcing this policy.

Appropriate signage indicating the City's smoke-free policy will be posted in all City buildings and vehicles.

All materials used for tobacco, including cigarette butts and matches, should be extinguished and disposed of in appropriate containers. Violators of this policy are subject to disciplinary action.

The City's offers a Tobacco Cessation Program for employees covered by the City's health plan. Additionally, the Mississippi Tobacco Quitline is a toll free telephone service that provides personalized support for Mississippians, who want to quit the use of Tobacco. Employees may call the Mississippi Tobacco Quitline at 1-800-QUIT-NOW (1-800- 784-8669) or online coaching is available at <http://www.quitlinems.com>

Any complaints of City employees violating this policy shall be made with the employee's immediate supervisor or the Department Head.

J. PERSONNEL/HUMAN RESOURCES RECORDS

Personnel records for each employee are kept on file and maintained in a secure manner by the Human Resources Department. The Human Resources Department will maintain employee files containing employment and work history, and records of personnel actions.

In order to keep City personnel records up-to-date, employees must notify their supervisor and the Human Resources Department within ten business (10) days (by completing the appropriate forms) of any change of: name, address, telephone number, marital status, military orders, beneficiaries, dependents, completed education/training, or information for income tax withholding.

The accuracy of these records is particularly important in the case of mailing checks, W-2 forms, insurance payments, sick and accident benefits, etc.

K. BULLETIN BOARDS

City bulletin boards are maintained at numerous locations around the city facilities. Each employee is urged to watch the bulletin boards for notices. Cooperation is needed in protecting the posted material. Any additions or changes to materials posted on the City's bulletin boards must be

approved in advance by the Department Head in charge of the facility at which the bulletin board is located. Employees with complaints about the management of a bulletin board should notify the department head. These complaints may include obsolete notices or cluttered boards.

L. NEWS RELEASE

1. It shall be the policy of the City of Starkville to assist newspapers, radio, television and other news media in gathering news that is related to City affairs.
2. Every effort will be made to release current information without partiality. Information will not be withheld or delayed in order to favor any particular news media, representative, or agency. Official records of the City, to include such items as budget information, Board of Aldermen minutes, etc., will be open for inspection to representatives of the press or other news media. In no case will personnel records be made available to members of the news media by the City.
3. Police records, i.e., accident reports, crime reports, and arrest reports, should be made available subject to the limitations imposed by the Federal Privacy and Security Laws. The Police Department, subject to the express authority of the Police Chief, and within the limitations of the Federal Privacy and Security Laws, the Mississippi Code, and rules of the court may release information relative to on-going police investigations or matters of interest. At no time shall a press release take precedence over the primary role of the Police Department, this being law enforcement.
4. Any member of the City staff may release factual information that falls within the scope of his or her responsibility. For example: a police patrolman may release information relative to an accident he is investigating.
5. At no time will any employee of the City other than the Mayor or any Alderman make any statement to the news media relating to City Policy.
6. If the information requested pertains to policy within a department and only that department, the department head, and only the department head will be authorized to release such information. In the event the department head releases information of a policy nature pertaining to his or her department, he or she must notify the Mayor immediately after releasing such information. It would be to the advantage of the department head to discuss matters of policy with the Mayor before releasing any information to the media, if at all possible.
7. Departments having news columns in local newspapers must provide the Mayor and the Board of Aldermen with a copy of the release for their information.
8. During periods of major news happenings of extended durations, such as floods, riots, civil disorder, etc., the City Clerk's Office will receive and furnish copies of all reports pertaining to the incident to the news media.
9. The Chief of Police or his designate will be responsible for issuing news releases pertinent to traffic fatalities to the news media. Names of those involved in fatalities will not be released until the next of kin have been properly notified. Cooperation of the media should be requested in these instances. Consideration should be given to the deadline of various forms of the media

in the release of the names of victims of traffic fatalities or other fatalities that may be of interest to the media.

10. All employees shall be briefed by their respective department heads upon employment of this SOP and it shall be the responsibility of each department head to insure that their subordinate employees are familiar with this policy at all times. This is particularly true if employees other than department heads are mentioned in the above SOP.

M. TECHNOLOGY USE AND EXPECTATIONS

The City of Starkville provides access to network resources and the Internet to help you do your job and be well-informed. The facilities that provide access represent a considerable commitment of resources for telecommunications, networking, software, storage, etc. This technology acceptable Usage Policy is designed to help you understand the expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely.

Computers, the Internet, e-mail and other technology should be used to maximize the City's efforts in serving its citizens. It is every employee's duty to use the City's computer resources and communication devices responsibly, professionally, ethically and lawfully. All employee correspondence in the form of electronic mail, including computers, computer files, software, Internet access, voice mail, texts and other communications, are public records under the Mississippi Public Records Act and may be subject to public inspection under the law.

Use of City owned technology is a privilege that may be restricted or revoked at any time. Users expressly waive any right of privacy in anything they create, store, send or receive using technology and consent to allowing the City to access and review all materials users create, store, send or receive using technology.

Material that is, or could reasonably be regarded as, derogatory or discriminatory on the basis of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status or any other protected basis in accordance with applicable federal, state and local laws, or is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, displayed or stored by any method of City owned or approved technology.

All City employees are expected to follow the rules, regulations and procedures outlined in the Internet Usage Policy. Employee violations of any of the provisions outlined in this policy and/or the Internet Usage Policy Technology Use Manual may be subject to disciplinary action.

THE COMPLETE TECHNOLOGY USE AND EXPECTATIONS POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

N. Driver's License and Driving Record (MVR) for Employees assigned to Operate City Vehicles or Equipment

Certain jobs within the City of Starkville require the employee to operate City owned vehicles or motorized equipment. Any employee assigned to such job, or any employee who may be asked to operate a City vehicle or motorized equipment including but not limited to tractors, graders, backhoes, etc., must have a valid Driver's License and an acceptable driving record (MVR). This is required for coverage under the City's insurance policy. By accepting a job requiring operation of City vehicles or equipment or by accepting an assignment to operate City vehicles or equipment, the employee agrees to compliance with these requirements and conditions.

It is the responsibility of the Department Head and the Personnel Office to ensure the employee's compliance with these requirements. To ensure such compliance and to protect the City from undue liability, the following guidelines will be used:

1. The City will check the validity of the driver's license and the driving record annually.
2. The City may check the validity of the driver's license and the driving record at any time any reasonable suspicion arises concerning the validity of the license or the acceptability of the MVR. Cases involving reasonable suspicion will be documented and submitted to the Personnel Office in writing. Supervisors and Managers are prohibited from requesting checks without reasonable suspicion.

THE COMPLETE MVR POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, AND IS HEREBY EXPRESSLY INCORPORATED HEREIN.

O. AGREEMENT FOR TRAINING AND UNIFORM REIMBURSEMENT / FOR NEWLY HIRED POLICE OFFICERS AND FIRE FIGHTERS

I understand and agree that, in consideration of my employment with the City of Starkville Police or Fire Department, I will reimburse the City of Starkville for all costs and expenses related to my initial training and uniforms required to become a police officer or fire fighter subject to the following terms and conditions:

- 1.) I agree to serve as a police officer / fire fighter with the City of Starkville for a period of not less than thirty-six (36) months after the completion of my initial training or after my employment date if I am already a certified police officer / fire fighter.
- 2.) I agree that if I should voluntarily leave employment with the City of Starkville or should I be discharged for reasons within my control during my initial probationary period (12 months maximum), I will repay 100% of initial uniform costs, training costs, and expenses incurred by the City of Starkville for my training.
- 3.) I agree that for every month that I leave employment either voluntarily or for reasons within my control after serving more than twelve (12) months of service but prior to serving thirty-six (36) months after initial training or my employment date, if already a certified police officer / fire fighter, I will reimburse the City of Starkville on a one-thirty-sixth (1/36) per month(s) remaining pro rata share for all costs and expenses related to my initial training and uniforms provided by the City of Starkville.

4.) I understand and agree that I will be responsible for the actual costs and expenses incurred on my behalf by the City of Starkville and I will reimburse this amount or the appropriate percentage pursuant to the terms and conditions of this agreement. *(See section 4A attachment for itemized cost of uniforms and training related costs.)*

5.) I agree that my resignation, for whatever reason, shall be prima facia evidence that I left employment with the City of Starkville voluntarily. In the event of the termination of my employment, the Human Resources Director of the City of Starkville shall review such termination and shall render the decision as to whether such reasons were within my control, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

6.) I understand and agree that this agreement does not constitute an employment contract and that the City of Starkville reserves the right, as employer, to reassign, discipline or to terminate my employment at its will or in accordance with departmental and City of Starkville Policies, Rules, and Regulations. I also understand that this agreement does not grant me any special rights or benefits from the City of Starkville and does not require the City of Starkville to offer me a position as a police officer or fire fighter nor to continue my employment in such position if already employed. I understand that this agreement does not alter or affect any other terms or conditions of my employment with the City of Starkville.

7.) I agree that the City of Starkville, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the City of Starkville, to the extent allowed by law, to offset against any training and other employment related expenses (per section 4 above) that I would be obligated to reimburse the City of Starkville. I agree to repay any outstanding expenses for which I may be responsible to the City of Starkville at the time of my resignation.

8.) I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the City of Starkville including attorney fees.

P.CITY EMPLOYEE TRAVEL POLICY

This policy is adopted to comply with the Office of the State Auditor requirements for Official Travel and Travel Advances found in the Municipal Audit and Accounting Guide.

The City of Starkville provides reimbursement to City employees, who are required to travel on City business. It is the policy of the City, to reimburse employees/officials for the reasonable expenses incurred when attending an authorized meeting, training or conference. Departments must ensure that the Reasonable Cost method, issued for approval and reimbursement for these events.

1. Pre-approval by the Board of Aldermen is required for all out-of-state travel by elected officials or municipal employees traveling on city business, if the cost of such travel exceeds \$2,000.00. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.

2. Pre-approval by the Board of Alderman is required for all over-night travel for city designated purposes by municipal employees whether in-state or out-of-state, if the cost of such travel exceeds \$2,000.00. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.

3. In the rare event of an emergency situation or a matter of critical significance to the city where it is impossible to secure the pre-approval of the Board of Aldermen for, such travel that exceeds the aforementioned \$2,000.00 amount, any such required travel may be approved by the Mayor or, in his absence or unavailability the Mayor Pro- tempore and if any such travel approval is granted, the Board of Aldermen shall be notified that such has occurred and the matter explained at the next scheduled board meeting to include authorization for the reimbursement of expenses incurred.

4. Any request for in-state or out-of-state travel where per diem or travel reimbursement will be requested will be provided to the board with the details of the travel provided with the specificity as required and in accordance with the applicable state instructions. The applicable state statute §25-3-41 will be incorporated by reference into this travel policy. No per diem allowance shall be made for regular meals provided as a part of the registration cost for the official event, whether or not the employee partakes of the meal provided.

5. In accordance with the past and accepted practice, the Board of Alderman authorizes an additional vicinity travel amount up to twenty-five (25) miles per day for any trip that necessitates such travel to and from the sites in conjunction with the purpose of the trip and that is part of a travel request approved by the board. Where such travel deviates by more than the above described mileage, those requests for modifications for accommodations and travel expense must be approved by the Board of Aldermen. Such requests shall reflect either a cost savings to the city or an equivalent cost before it will be considered by the Board for approval. In all cases the state travel reimbursement guidelines will be followed.

6. Travel expenses and/or advanced travel expenses will be reimbursed in accordance with the Department of Finance and Administration (DFA) maximum meal reimbursement amounts and the mileage rates in effect as of the time that the travel occurred.

7. Travel advances may be made with the prior approval of the Board of Aldermen. This approval is to be contingent upon:

- Compliance with the rules and regulations of the Office of the State Auditor
- Compliance with the Department of Finance and Administration's daily limits on expenditures for meals
- Compliance with section 25-3-41, Miss. Code Ann. (1972)
- Compliance with the City's requirements for the travel authorization and documentation

Travel advances must be accounted for within five (5) working days of the end of the month in which the official travel occurred. All travel advance money not used for travel related expenditures must be repaid to the municipality. The forms required must be completed and submitted to account for all money not refunded. Actual receipts must be provided for all travel expenses, except

meals and travel in personal vehicles. Any meals provided by other sources will be reflected in the per diem reimbursement.

8. The Mayor, in the case of employees at the department head level or with department head status, and the department heads, in the case of departmental employees, is authorized to approve travel in accordance with the following dollar amounts. The Mayor is authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) not to exceed \$2,000.00; department heads are authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) that does not exceed \$1,000.

9. The Mayor is authorized to travel in-state as conduct of thier official duties requires.

Q. SAFETY

Your safety is extremely important. Your supervisors are responsible for ensuring that you have safe working conditions and equipment. However, being safe involves more than just having safe working conditions - it involves your participation. You must exercise safety awareness and the need to be constantly on the alert for unsafe conditions or any situation which may lead to an injury to you or your fellow employees.

- Safety awareness means you look out for yourself and the people working with you. You are expected to know and to observe all the safety rules relevant to your job and work area as reviewed with you by your immediate supervisor.
- Always exercise reasonable care while on the job.
- Become familiar with any emergency instructions posted for your work unit and with all of the exits for the area where you work. Report any unsafe conditions to your immediate supervisor or the Department Safety Coordinator.

R. KEY POLICY

The City of Starkville key control policy is established for the purpose of promoting a secure environment and for maintaining a comprehensive system, to efficiently manage the dissemination of keys throughout the City. Individuals may be authorized to receive keys to conduct their work while limiting access where appropriate so as not to compromise security. It is necessary to maintain key control to uphold the integrity of office and building security. This policy describes the procedures by which control, dissemination, use, and possession of keys to City facilities will be managed. The City's City Clerk's office will gladly assist City departments with key control and facility access procedures.

THE COMPLETE DRUG AND ALCOHOL TESTING POLICY IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

SECTION VIII – COUNSELING, DISCIPLINE AND GRIEVANCE PROCEDURES

A. COACHING/COUNSELING

Supervisors are expected to provide timely and appropriate feedback to employees when performance tasks or behavior becomes a concern. This feedback is usually verbal, specific and held in a confidential setting. If a pattern of poor performance continues, or if an employee is unaware or needs clarification of a procedure, policy or process the manager may document the concerns. The documentation, is not considered to be discipline, but failure to make improvements or continued lack of understanding may require a Performance Improvement Plan (PIP) and/or will begin the Progressive Corrective Action Process.

A rule violation which reflects a work performance, conduct, or attendance problem may be the subject of a documentation. The objective is to communicate to the employee that a problem exists and develop effective solutions to the problem. The manager will maintain a copy of the documentation in the supervisor's departmental file and forward the original to Human Resources for inclusion in the employee's personnel file. If documentation is administered, the supervisor shall provide follow up documentation within six (6) months, no later than to track progress and document performance improvement or continued areas for improvement.

Performance Improvement Plan (PIP)

The Performance Improvement Plan (PIP) is a proactive approach to identifying, analyzing, and addressing performance issues before they deteriorate to the point of necessitating corrective action. The PIP is designed to facilitate constructive discussion between an employee and their manager and to clarify the work performance to be improved. A PIP is not a required part of the Progressive Corrective Action Process. A PIP may be used as a coaching tool for employees with performance concerns that do not warrant the Progressive Corrective Action Process, or may be used in conjunction with the Progressive Corrective Action Process if additional assistance is necessary in assisting the employee to meet performance objectives. The Human Resources Director or designee may be consulted in the development and implementation of a PIP as needed.

1. The PIP process should address performance discrepancies, provide the employee an opportunity to improve his/her performance, and monitor progress throughout the established improvement period.
2. The goals and objectives of the PIP should be measurable, specific, achievable, relevant and time-bound.
3. While a PIP is in place, the supervisor will meet with the employee on established periodic review dates to discuss progress made toward stated performance goals and objectives.

A PIP will remain in effect for the length of time deemed appropriate based on the improvement goals and standards necessary to meet a satisfactory level of performance, which generally should

not exceed ninety (90) days. A PIP will remain a permanent part of the employee's official personnel file.

B. DISCIPLINARY ACTIONS

Disciplinary action is necessary from time to time, in order for the City to operate in an effective and efficient manner. In most cases The City of Starkville will follow a four step Progressive Corrective Action:

- Verbal Written Warning
- Written Warning(s)
- Final Written Warning
- **Suspension, without pay or Termination, approved by the Board of Alderman**

This system of progressive corrective action is used to bring unacceptable conduct or failure to meet performance standards and expectations to the employee's attention and seek a solution that will lead to the employee's success.

Please keep in mind that the City, has no obligation to use any one or more of these steps of discipline prior to discharging an employee. Based on the seriousness of the infraction, or in the case of severe misconduct, your manager may omit or skip any of these steps.

When it becomes necessary to enforce these standards of conduct, it will be the policy of the City of Starkville to insure the fair treatment of all employees.

Any employee who feels that discipline has been unfairly administered is encouraged to use the City's grievance procedure.

It will be the duty of all department heads to document or have documented employee misconduct. The following is a representation but is not an exclusive list of the kinds of misconduct that can result in disciplinary action. Although the City may through the Mayor and Board of Aldermen, impose a lesser penalty, a violation of any one of the following rules may result in immediate discharge : **(Any one of the following will be a permanent blemish on the employee's personnel record; however, they will impact employment decisions only if they are less than twelve months old or reflect repetitive misbehavior)**

Disciplinary action up to and including dismissal may be taken for any just cause including, but not limited to, the following:

1. Conviction, plea of guilty or *nolo contendere* of a felony or misdemeanor or any activity that is inconsistent, incompatible or in moral, legal or technical conflict with the employee's duties, functions and responsibilities as a City employee
2. Possession or use of a firearm, illegal knife as defined by Mississippi law, explosive, and other prohibited weapons of any kind, while on City owned, leased, or controlled property, or while operating City owned, leased, or controlled vehicles is prohibited, unless the employee, is a duly authorized law enforcement officials, **or unless they are otherwise authorized, according to state law**. In this instance, they shall be allowed to carry or possess any pistol, firearm, or other

weapon on City property.

Under Mississippi law, however, employees who have valid handgun carry permits are allowed to bring a firearm and ammunition onto the City's parking lot provided that the firearm and ammunition are kept in the employee's vehicle in accordance with Mississippi. Code Ann. § 45-9- 101.

The firearm and ammunition, however, may not be removed from the vehicle while it is on City property. Removal of the firearm and ammunition from the vehicle may result in discipline, up to and including immediate discharge **unless the employee is in compliance with state law**. The City will not discharge or take any adverse employment action against an employee **who is in compliance with § 45-9- 101 (a) or 97-37-7**.

3. Unlawful manufacture, distribution, dispensation, possession, sale, purchase or use of illegal drugs, controlled substances, or alcohol while on the job, on City owned or leased property or while operating City owned, leased, or controlled equipment or vehicles
4. Theft, unauthorized removal, wrongful possession, or deliberate destruction of property, merchandise, equipment, or possessions belonging to citizens we serve, fellow employees, or the City
5. Embezzlement, dishonesty, falsification of records or willful misrepresentation of facts, including grievance forms
6. Fighting with abusive or threatening conduct or speech, physical violence or disturbance toward any citizen we serve, fellow employees or supervisors on City property or at any place at which work is being performed by or for the City.
7. Destruction, abuse, removal or attempted removal of property or materials of the City or of another employee.
8. Insubordination or refusal to obey or willful failure to carry out verbal or written instructions of supervisory personnel
9. Falsification or alteration of any official document, form or City record including time records, employment application, etc.
10. Absence from work for three (3) consecutive scheduled workdays, without directly notifying your department head or supervisor. This form of separation will be considered and reported as a voluntary resignation
11. Acceptance of money or other valuable consideration given with the intent of influencing an employee in the performance of their official duties.
12. Any violation of section G, under general policies, regarding fund- raising activities and solicitation. The unauthorized distribution of literature and/or soliciting during working hours and during working time.
13. An additional violation of any City rule or policy after receipt of two (2) previous written

warnings within the preceding twelve (12) months, unless it is a violation of Safety Policy and falls under those guidelines

14. Failure to report reasons for absence or tardy on a timely basis and / or disregard for department time reporting procedures
15. Excessive absenteeism or tardiness
16. Violation or failure to follow the guidelines in this Guide or any department or City policy, procedure, ordinance, rule, regulation or law or violation of any applicable state law, rule or regulation subject to the provisions of these personnel policies
17. Improper use of a position of authority for personal gain or advantage
18. Discourtesy of false or malicious information about the City, employees or the citizens we serve
19. Failure to properly punch a time card
20. Failure to report for work or leaving work early without a satisfactory reason and without notifying you supervisor. Unauthorized absence from the work area or unauthorized extended lunch or break periods
21. Willful and negligent violation of safety rules
22. Becoming delinquent in the payment of taxes, assessments or other obligations owed to the City
23. Violation of the City's Policy on Smoking and the Use of Tobacco Products
24. Incompetence or inability to perform duties of position.
25. Inefficiency or negligence in the performance of one's duties, abusive or negligent use of tools or equipment and/or careless or blatant waste of materials
26. Improper parking of motor vehicles, reckless driving, speeding, and violation of motor vehicle laws while operating City vehicles or personal vehicles while conducting City business
27. Sleeping during working hours
28. Substantiated acts of willful harassment including such conduct as slurs, jokes, intimidation, or other verbal or physical attacks upon a person for any reason.
29. Substantiated acts of discrimination that denies equal treatment in all terms, conditions, and privileges of employment as defined by applicable Civil Rights Laws.
30. Engaging in conduct or acting in any manner, on or off duty that is unbecoming a public employee
31. Failure to wear appropriate clothing or appearance on the job in consideration of safety, sanitation, and public contact

32. Posting unauthorized notices on Bulletin Boards

If an incident involves an employee violating more than one of these rules, the incident may result in more than one warning report.

DISCIPLINARY ACTIONS – SERIOUS OR REPEAT OFFENSES

The Progressive Corrective Action process does not eliminate the need for more punitive actions if the employee fails to make needed changes in his/her work performance. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred and any previous counseling, may suggest what action may be taken.

No City employee may be demoted, suspended or dismissed for political reasons or for any other unjust or arbitrary cause, or because of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status or any other protected basis in accordance with applicable federal, state and local laws. This provision may not be interpreted to prevent the separation of an employee because of lack of funds or curtailment of work.

The Mayor or Department Head may, for just cause, discipline any City employee. Such disciplinary action may include demotion, suspension and / or dismissal. Unless otherwise provided in this Section, no such punitive suspension shall not exceed thirty (30) calendar days. The Department Head shall consult with the Human Resources Director or designee when disciplinary actions such as demotions, suspensions or dismissals may be warranted. Any recommendation for demotion, suspension or termination of a City employee shall be reported to the Mayor and Board of Alderman.

DISCHARGE

If the Department Head determines that the employee's conduct is such that discharge is necessary, the Department Head will;

1. Notify the employee in writing that the Department Head is recommending to the Board of Alderman that the employee be discharged
2. Upon receipt of the letter from the Department Head, the employee's time frame for starting the grievance process under grievance procedures(Section XI C) is triggered
3. If the employee has followed the grievance procedure as outlined in Section XI C, then the recommendation and the employee's grievance will be heard at the next Board meeting as outlined in Section XI C
4. The discharged employee shall be notified by the City Clerk when and where the Board will meet so that the employee, if he or she desires, may attend the meeting. If the employee so wishes, representation by someone other than the employees shall be allowed.

C. GRIEVANCE PROCEDURES

A grievance is a complaint by a City employee that they have been treated unfairly and/ or in violation of his/her rights under City policies with regard to employment. The Human Resources Director or designee shall be available to talk with any City employee concerning the grievance process or any other matter. The Human Resources Director or designee will make every effort to respect privacy and maintain confidentiality.

In order to maintain harmony and to assure all employees fair treatment under this plan and the personnel rules and regulation adopted by the City of Starkville, the following grievance procedure is established:

- A. Employee grievances concerning wages, hours of work, terminations, promotions, disciplinary action, discrimination and other working conditions shall be heard and resolved in the following manner:
 - 1. The aggrieved employee shall discuss his or her grievance with his or her immediate supervisor within three (3) working days after the occurrence of the cause of the grievance and attempt to resolve the matter and shall specify the complaint on a city grievance form. This form may be obtained from a supervisor or from the City Clerk's Office. The supervisor shall give the employee an answer or response within two (2) working days.
 - 2. If the aggrieved employee is not satisfied with the supervisor's answer or the supervisor does not answer the employee within two(2) working days, the employee shall write the grievance on forms furnished by the City, or if the employee so desires, the personnel department shall have the grievance written as dictated by the employee, or the employee may seek assistance of friend or agent to write out the grievance. The grievance shall then be presented to the department head within three (3) working days after the supervisor's answer was received or due. A copy of the grievance shall also be filed with the personnel department. Department heads shall investigate the grievance and attempt to resolve the matter and shall within three (3) working days, give the employee his or her response, or answer in writing and file a copy of the answer with the personnel department.
 - 3. If the aggrieved employee is not satisfied with the department head's answer or the department head does not answer the grievance within the specified time, the employee shall file a copy of the grievance with the Personnel Director. The copy of the grievance shall be presented to and discussed with the Personnel Director within three (3) working days after the department head's answer or response was received or due. The Human Resources Director shall, within three (3) working days, give the employee an answer in writing and file a copy with the Personnel Office.
 - 4. The aggrieved employee shall be paid for the time off attending the Board meeting if it is held during working hours, unless the employee's termination has been recommended or the employee has been suspended without pay. The City Clerk, shall within three (3) working days after the Board meeting, give the employee the answer of the Board in writing and shall file a copy of the answer with the Personnel Office. The decision of the Board of Aldermen shall be final and binding on all parties concerned, provided, however, that as to grievances based on alleged discrimination, the aggrieved persons shall be advised of his right to prosecute his claim with the Equal Employment Opportunity Commission.

- B. When a grievance is decided in favor of the employee at any of the administrative levels set out above, the award shall be retroactive to the date of the action that caused the grievance.
- C. Discrimination or retaliation against employees, who filed grievances shall not be tolerated and shall be in violation of the personnel rules of the City. The person or persons responsible for discriminatory practices shall be subject to disciplinary action by the Department head, or the Board of Aldermen, as the case may require.
- D. Supervisory personnel shall apply previous decisions of the Board of Aldermen to all similar situations to eliminate the filing of grievances.
- E. All correspondence required by the above procedure shall be placed in the aggrieved employee's personnel file, and upon request, a copy shall be supplied to the aggrieved employee/or his authorized agent.

NOTE: City time cannot be used in any manner for defense of a grievance except when a board hearing is actually scheduled during a grieving employee's work time.

- F. If scandalous or indecent matter is inserted in any grievance or if frivolous and untrue matter is inserted in a grievance, the Board may choose upon motion of the offended party to enhance the punishment originally assessed after hearing of the grievance.

SECTION IX – FIRE DEPARTMENT & POLICE DEPARTMENT

A. Please see Fire Department or Police Department Manual

B. RESIDENCY REQUIREMENT (Firefighters and Police Officers)

Due to the emergency nature of these positions, it is imperative that firefighters and police officers reside within 40 miles of Oktibbeha County. All such employees must meet this requirement within six months of regular full-time employment with the City of Starkville.

C. POST-OFFER REQUIREMENTS / PHYSICAL

Following a conditional offer of employment, successful completion of a post-offer employment physical shall be required for all Public Safety candidates, to determine whether prospective employees can perform the essential functions of the position offered. The physical may require various components depending on the requirements for the position.

Prospective employees who are unable to successfully perform the essential functions tested for in the medical examination shall have their offer of employment by the City withdrawn if they:

1. Cannot perform the essential functions due to a disability that cannot reasonably be accommodated.
2. Pose a direct threat to themselves and/or others.

In-service promotional candidates may be required to successfully complete a post-offer physical examination, based on the requirements of the position.

All candidates shall be required to successfully complete a background check. The specific components of the background check will be based on the requirements for the position. In-service promotional candidates may also be required to successfully complete a background check if the position requirements exceed the requirements of the current position.

All City employees may, during their employment, be required to undergo an initial and/or periodic examination to determine their physical and mental fitness to continue to perform the work of their positions. As a condition of employment with the City of Starkville, participants of the Fire and Police shall be required to participate in periodic screening tests or examinations relating to heart and lung conditions, such as but not limited to cholesterol tests, blood pressure checks, pulmonary function tests, and blood tests. If any screening examination suggests the need for a more complete medical evaluation, the employee shall be scheduled for a fitness-for-duty examination by a physician selected by the City.

Potential Exams:

Examinations may be held to establish eligibility and fitness and may consist of one or more of the following types of examinations, as determined by the Human Resources Department and Department Heads:

1. Written/Knowledge-based Test – this test, when required, shall include a written demonstration designed to show the applicant's familiarity with the knowledge involved in the class of positions to which he/she is seeking employment.
2. Physical Agility Test –this consists of job-related tests of bodily conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given a weight in the examination process or may be used to exclude from further consideration applicants who do not meet the minimum required standards.

**CITY of STARKVILLE
ACKNOWLEDGMENT OF RECEIPT OF THE
EMPLOYEE HANDBOOK**

HANDBOOK ACKNOWLEDGEMENT

I understand that I am responsible for reading this handbook, familiarizing myself with its contents, and adhering to all of the policies and procedures of the City of Starkville, whether set forth in this handbook or elsewhere. If I have a questions regarding the interpretation of these policies, procedures and guidelines, I will contact my immediate supervisor or the Human Resources Department for clarification

The policies, procedures and benefits described in this handbook are not conditions of employment and this handbook does not create an implied contract between the City of Starkville and its employees. Rather, this handbook is an overview of policies related to my employment with the City of Starkville.

I understand that the City of Starkville, reserves the right to modify this handbook, amend or terminate any policies, procedures or guidelines described in this handbook or employee benefit whether or not described in this handbook at any time, with or without notice. By accepting or continuing my employment with the City, I agree to comply with any such changes as the City may implement and no further consent from me shall be necessary

I acknowledge that I have read the information within this handbook.

Employee Name (printed) Date

Employee Signature Date

Supervisor Signature Date

Policy # 2

Approved by Board of Aldermen November 20, 2007

Proposed Board Policy for Usage of the Internet by City Employees:

In accordance with the ability and authority of the Board of Aldermen of the City of Starkville to adopt procedures and policies to more effectively and efficiently manage its operation, the Board of Aldermen find that it is in the best interest of the City of Starkville to adopt a policy regarding the use of the internet by city employees.

SUMMARY INTERNET USAGE POLICY PROVISIONS

1. The City of Starkville has software and systems in place that can monitor and record all Internet usage.
2. The City of Starkville reserves the right to inspect any and all files stored on our network in order to assure compliance with policy.
3. Sexually explicit material may not be displayed, archived, stored, distributed, edited or recorded using our network or computing resources.
4. Use of any City of Starkville resources for illegal activity is grounds for immediate dismissal, and we will cooperate with any legitimate law enforcement activity.
5. Any software or files downloaded via the Internet into the City of Starkville network become the property of the City of Starkville.
6. No employee may use City of Starkville facilities knowingly to download or distribute pirated software or data.
7. No employee may use the City of Starkville Internet facilities to deliberately propagate any virus, worm, Trojan horse or trap-door program code.
8. In the interest of keeping the City of Starkville well-informed, use of news briefing services and websites is acceptable.
9. Employees with Internet access may not use City of Starkville Internet facilities to download entertainment software or games, or to play games against opponents over the Internet.
10. Employees with Internet access may not upload any software licensed to the City of Starkville or data owned or licensed by the City of Starkville without explicit authorization from the manager responsible for the software or data.
11. All employees are directed to turn off their computers when not in use for an extended amount of time, i.e. overnight and on the weekends.
12. Any violation of this policy will make the employee subject to disciplinary action as provided in the City of Starkville Personnel Manual.
13. City Internet access is provided to employees for the purposes of study, research, service and other activities, which, with the exception of occasional *de minimis* personal use, must be for purpose of conducting official business or in support of the City's mission.
14. City Internet access shall not be used to conduct personal business, play computer games, gamble, run a business, conduct political campaigns, for personal gain, or to take part in any prohibited or illegal activity.

The entire Internet Acceptable Usage Policy is attached to this document. Please read the policy and return the Acknowledgment to the Personnel Director.

INTERNET USAGE POLICY

Overview

The City of Starkville provides access to the vast information resources of the Internet to help you do your job and be well-informed. The facilities that provide access represent a considerable commitment of resources for telecommunications, networking, software, storage, etc. This Internet Acceptable Usage Policy is designed to help you understand the expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely.

While we've set forth explicit requirements for Internet usage below, we'd like to start by describing our Internet usage philosophy. First and foremost, the Internet for this City of Starkville is a tool, provided to you at significant cost. That means we expect you to use your Internet access primarily for government-related purposes, i.e., to communicate with taxpayers and suppliers, to research relevant topics and obtain useful information (except as outlined below). We insist that you conduct yourself honestly and appropriately on the Internet, and respect the copyrights, software licensing rules, property rights, privacy and prerogatives of others, just as you would in any other business dealings. To be absolutely clear on this point, all existing City of Starkville policies apply to your conduct on the Internet, especially (but not exclusively) those that deal with intellectual property protection, privacy, misuse of City of Starkville resources, sexual harassment, information and data security, and confidentiality.

Unnecessary or unauthorized Internet usage causes network and server congestion. It slows other users, takes away from work time, consumes supplies, and ties up printers and other shared resources.

Unlawful Internet usage may also garner negative publicity for the agency and expose the municipality to significant legal liabilities. Access to electronic communications gives each individual Internet user an immense and unprecedented reach to propagate City of Starkville messages and tell our story. Because of that power, one must take special care to maintain the clarity, consistency and integrity of the City of Starkville image and posture. Anything any one employee writes in the course of acting for the City of Starkville on the Internet could be taken as representing the City of Starkville posture. That is why we expect you to forego a measure of your individual freedom when you participate in electronic communications as outlined below.

While our direct connection to the Internet offers a multitude of potential benefits, it can also open the door to some significant risks to our data and systems if we do not follow appropriate security discipline. As presented in greater detail below, that may mean preventing machines with sensitive data or applications from connecting to the Internet entirely, or it may mean that certain users must be prevented from using certain Internet features. The overriding principle is that security is to be everyone's first concern. City of Starkville employees can be held accountable for any breaches of security or confidentiality including any and all branches. "Document" covers just about any type of file that can be read on a computer screen as if it were a printed page, including the so-called HTML files read in an Internet browser, any file meant to be accessed by a word processing or desktop publishing program or its viewer, or the files prepared for the Adobe Acrobat reader and other electronic publishing tools. "Graphics" includes photographs, pictures, animations, movies or drawings. "Display" includes monitors, flat-panel active or passive matrix displays, monochrome LCDs, projectors, televisions, and virtual-reality tools.

DETAILED INTERNET USAGE POLICY PROVISIONS

A) General

1. The City of Starkville has software and systems in place that monitor and record all Internet usage. Our security systems are capable of recording (for each and every user) each World Wide Web site visit and each email message into and out of our internal networks, and we reserve the right to do so at any time. No employee should have any expectation of privacy as to his or her Internet usage. Our Internet manager(s) and the Personnel Director will review Internet activity and analyze usage to assure that City of Starkville internet resources are devoted to maintaining the highest levels of productivity.
2. We reserve the right to inspect any and all files stored on our network in order to assure compliance with policy. Such inspection shall be accomplished only through the use of the Internet Manager(s) and the Personnel Director or as directed by the Mayor and the Board of Aldermen.
3. The display of any kind of sexually explicit image or document on any City of Starkville system is a violation of our policy on sexual harassment. In addition, sexually explicit material may not be archived, stored, distributed, edited, or recorded using our network or computing resources.
4. The City of Starkville uses independently-supplied software and data to identify inappropriate or sexually explicit Internet sites. We may block access from within our networks to all such sites that we know of. If you find yourself connected accidentally to a site that contains sexually explicit or offensive material, you must disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program.
5. The City of Starkville Internet facilities and computing resources must not be used to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of any City of Starkville resources for illegal activity is grounds for immediate dismissal and we will cooperate with any legitimate law enforcement activity.

6. Any software or files downloaded via the Internet into the City of Starkville network become the property of the City of Starkville. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.
7. No employee may use City of Starkville facilities to download or distribute pirated software or data.
8. No employee may use the City of Starkville Internet facilities to propagate any virus, worm, Trojan horse or trap-door program code.
9. Each employee using the Internet facilities of the City of Starkville shall identify himself or herself honestly, accurately and completely, when setting up accounts on outside computer systems.
10. Only those employees or officials who are authorized to speak to the media, to analysts or at public gatherings on behalf of the City of Starkville may speak/write in the name of the City of Starkville in any electronic communications. Where an individual participant is identified as an employee or agent of the City of Starkville the employee must refrain from any political advocacy and must refrain from the unauthorized endorsement or appearance of endorsement by the City of Starkville of any commercial product or service not sold or serviced by this City of Starkville, its subsidiaries or its affiliates.
11. The City of Starkville retains the copyright to any material posted on the Internet by any employee in the course of his or her duties.
12. Employees are reminded that it is inappropriate to reveal confidential information, and any other material covered by existing City of Starkville secrecy policies and procedures on the Internet. Employees releasing such confidential information— whether or not the release is inadvertent — will be subject to such penalties as provided in existing City of Starkville policies and procedures.
13. Use of City of Starkville Internet access facilities to commit infractions such as misuse of City of Starkville assets or resources, sexual harassment, unauthorized public speaking and misappropriation of intellectual property are also prohibited by general City of Starkville policy and will be sanctioned under the relevant provisions of the personnel handbook.
14. Because a wide variety of materials may be considered offensive by colleagues, constituents or suppliers, it is a violation of City of Starkville policy to store, view, print, or redistribute any document or graphic file that is not directly related to the user's job or the City of Starkville activities. This policy does not prohibit an employee from having personal family images set as background or screensavers on their city provided computers.
15. In the interest of keeping employees well-informed, use of news briefing services and websites is acceptable, within limits that may be set by each department's activities.
16. Employees may use their Internet facilities for non-business research or browsing during meal time or other breaks, or outside of work hours, provided that all other usage policies are adhered to.
17. Employees with Internet access must take particular care to understand the copyright, trademark, libel, slander, and public speech control laws of all countries in which this governmental agency maintains a business presence, so that our use of the Internet does not inadvertently violate any laws which might be enforceable against us.

18. Employees with Internet access may not use City of Starkville Internet facilities to download entertainment software or games, or to play games against opponents over the Internet.
19. Employees with Internet access may not use City of Starkville Internet facilities to download images or videos unless there is an express business-related use for the material. This policy does not prohibit an employee from having family images downloaded for personal use on their city-provided computers.
20. Employees with Internet access may not upload any software licensed to the City of Starkville or data owned or licensed by the City of Starkville without the express authorization of the manager responsible for the software or data.
21. Any violation of this policy will subject the employee to disciplinary action in accordance with the City of Starkville Personnel Policy manual.

B) Technical

1. User IDs and passwords help maintain individual accountability for Internet resource usage. Any employee who obtains a password or ID for an Internet resource from City of Starkville must keep that password confidential. City of Starkville policy prohibits the sharing of user IDs or passwords obtained for access to Internet sites.
2. Employees should schedule communications-intensive operations such as large file transfers, video downloads, mass e-mailings and the like, for off-peak times.
3. Any file that is downloaded must be scanned for viruses before it is run or accessed.

C) Security

1. The City of Starkville has installed an Internet firewall to assure the safety and security of the agency's networks. Any employee who attempts to disable, defeat, or circumvent any security facility will be subject to immediate dismissal.
2. Only those Internet services and functions with documented business purposes for this agency will be enabled at the Internet firewall.
3. To further insure security, all employee city computers shall be turned off when not in use for an extended period of time. Specifically, that would occur any time that the employee leaves for the day, for the weekend, or for vacation periods.

Policy #3
City of Starkville Personnel Policy
Driver's License and Driving Record (MVR) for
Employees assigned to Operate City Vehicles or
Equipment

(Approved by Board January 3, 2012)

Certain jobs within the City of Starkville require the employee to operate City owned vehicles or motorized equipment. Any employee assigned to such job, or any employee who may be asked to operate a City vehicle or motorized equipment including but not limited to tractors, graders, backhoes, etc., must have a valid Driver's License and an acceptable driving record (MVR). This is required for coverage under the City's insurance policy. By accepting a job requiring operation of City vehicles or equipment or by accepting an assignment to operate City vehicles or equipment, the employee agrees to compliance with these requirements and conditions.

The attached MVR Criteria defines an unacceptable driving record.

Employees must furnish the Personnel Office a copy of their valid driver's license. Upon any change in license or renewal of license, the employee shall furnish the Personnel Office an updated copy. Driver's license and MVR checks will be performed as a screening process for applicants for positions requiring operation of City vehicles or equipment. Such checks will also be done for any employee who may be asked to operate City vehicles or equipment even though such operation may not be a requirement of the classification.

Employees who fail to maintain a valid driver's license and/or acceptable driving record may not be assigned to or remain in a job classification that requires operation of City vehicles or equipment. It is the employee's responsibility to promptly report any failure to maintain a valid driver's license or acceptable driving record. Failure to report these matters may lead to disciplinary action up to and including termination of employment. Any employee in a job classification requiring operation of City vehicles or equipment who fails to maintain a valid driver's license and/or acceptable driving record will be removed from the classification. The employee may be assigned to a different job classification if an opening exists in a classification that does not require vehicle or equipment operation. If no such opening exists, the employee may choose to resign their employment or face possible recommendation for termination of their employment based on their inability to meet the required job duties.

In any case where failure to maintain a valid license and/or driving record is a part of a disability as defined and covered by the Americans with Disabilities Act, then reasonable accommodations will be evaluated and provided where applicable.

It is the responsibility of the Department Head and the Personnel Office to ensure the employee's compliance with these requirements. To ensure such compliance and to protect the City from undue liability, the following guidelines will be used:

1. The City will check the validity of the driver's license and the driving record annually.
2. The City may check the validity of the driver's license and the driving record at any time any reasonable suspicion arises concerning the validity of the license or the acceptability of the MVR. Cases involving reasonable suspicion will be documented and submitted to the Personnel Office in writing. Supervisors and Managers are prohibited from requesting checks without reasonable suspicion.

MVR CRITERIA

CITY OF STARKVILLE

An unacceptable driving record will include one or a combination of the following:

- One (1) or more major violations.
- Three (3) or more incidents (at-fault accidents or minor violations)

Violations occurring in excess of three (3) years prior to the date of the MVR check will not be considered in evaluation of the driving record.

Major Violations

- DUI or other alcohol or drug-related violation
- Failure to stop and report an accident
- Attempting to elude an officer of the law
- Murder or assault with a motor vehicle
- Negligent homicide
- Driving with a suspended or revoked drivers' license
- Reckless driving
- Speed contests, drag or highway racing
- Possession of an opened alcoholic beverage container
- Major speeding conviction (20 mph over posted speed limit).
- Hit and run

Minor Violations

- Minor speeding violation (less than 20 mph over the posted speed limit)
- Driving too fast for conditions
- Careless or inattentive driving
- Unsafe lane change
- Failure to stop or yield the right of way
- Improper passing
- Following too closely
- Any standard moving violation that does not fall into the major violation category

Policy # 4
CITY OF STARKVILLE PERSONNEL POLICY
EDUCATIONAL ASSISTANCE PROGRAM
(Replaces current paragraph 6.108 Educational Leave)
(Approved by Board of Aldermen on September 2, 2008)

OVERVIEW

The City of Starkville is committed to helping employees continue their education and develop in their professional careers. In keeping with this philosophy, the City has established an Educational Assistance Program to recognize the motivation of employees who choose to pursue higher and continuing education by reimbursing them for expenses incurred through approved accredited colleges or universities or at approved specific job-related training programs. In all cases, the City will only consider programs for reimbursement that have a job-relatedness to either the employee's current position with the City or that may enhance the employee's career growth opportunities with the City.

Educational Assistance Benefits will be available only if departmental training budgets are sufficient to meet their costs.

All requests for Educational Assistance Benefits must be pre-approved by the Mayor and Board of Aldermen.

ELIGIBILITY

The City of Starkville shall pay for seminars, courses, classes or workshops that may be required by law or administrative rule for an employee to perform work in his/her normal job classification. Costs associated with these educational programs will not be subject to any terms of repayment.

Newly-hired police officers and fire fighters are also subject to the terms and provisions of a separate agreement for reimbursement for uniform and training costs. All newly hired police officers and fire fighters should reference that agreement for specific provisions related to initial training and uniforms.

An employee is eligible for benefits under the Educational Assistance Program if the following criteria are met:

- The employee must be a full-time employee of the City of Starkville;
- The employee must have one year or more of service with the City of Starkville;
- The employee must discuss course work and career goals with his/her Department Director or designee;
- The application must be approved by the Department Director or designee;
- The employee must be a successful performer with no written disciplinary actions or suspensions within the last twelve (12) months;
- The departmental training budget must be sufficient to meet the costs;
- The request must be pre-approved by the Mayor and Board of Aldermen.

POLICY GUIDELINES

For job-related training or accreditation programs that are not required by law or administrative rule for an employee to perform work in his/her normal job classification, the City will pay the costs of such training, subject to the terms of the repayment agreement as described below.

For undergraduate or graduate level college courses, the City will reimburse an employee for continuing education courses through an accredited college or university. Courses may include college credit courses, continuing education unit courses and certification tests. Normally, no more than six (6) credit hours may be approved in any calendar year. Department Heads, however, may take up to six (6) credit hours per semester.

If all eligibility qualifications and policy guidelines are met, the Educational Assistance Program will cover the following items:

- Tuition
- Registration fees
- Rental or purchase of books
- Lab fees

Athletic expenses, meal cards, medical, application, transportation, parking, or other fees are not eligible for reimbursement.

If an employee is eligible to receive other educational assistance from another program (i.e. scholarships, G.I. Bill, grants, then the employee must exhaust that aid and provide proof of exhaustion before requesting tuition assistance from the City of Starkville. Proofs of exhaustion may include current Financial Aid transcripts or official documentation from the school that states the employee is not eligible for aid;

The approval for reimbursement of the course(s) is dependent on the course and its relevance to the employee's current position or a potential future position with the City.

To the extent that such courses are voluntary, such courses will be on a reimbursement basis and shall be taken on the employee's own time. **Specific approval by the Mayor and board of Aldermen is required when any such class is requested to be taken during the employee's work time. Such approval would be unusual and would be considered based on the specific facts of the request.**

The employee must pay his/her tuition and other eligible fees in advance and provide proof of payment.

Reimbursement is not made if the employee leaves the City for any reason before the course is completed.

The employee must complete the course. Incomplete courses are not eligible for reimbursement. Courses where the employee has withdrawn are not eligible for reimbursement.

The amount of reimbursement will be determined by the employee's final course grade and is based on the following schedule:

- 100% - A
- □ 75% - B
- 50% - C
- 0% - D or below

Funding of the Educational Assistance Program is limited. If funding of the program is nearing exhaustion, reimbursement will be given in the order that approvals were given by the Mayor and Board of Aldermen. If more than one employee is seeking reimbursement and both of their applications are received on the same day, then higher priority will be given to the employee who has served the City in a full-time capacity the longest.

Upon completion of the course(s), the employee will submit proof of his/her grades and a request for reimbursement form to the Personnel Department. Grades must be received by the Personnel Department within 30 days of the completion of the course.

Completion of any class, seminar, certification, or degree does not on its own justify any change in compensation or classification for the employee unless such change is an established part of the City's pay grade/step process.

REPAYMENT AGREEMENT

All employees are required to sign an agreement to repay the City if he/she leaves employment either voluntarily or involuntarily for reasons within their control prior to two years after tuition assistance has been received. The repayment will be prorated according to the employee's length of service after such benefits have been received, with the employee being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. The employee will be responsible for the costs of any fees associated with the collection of amounts due to the City of Starkville under this agreement, including attorney and court fees should legal action be necessary to collect such fees.

In the event of a reduction of force or if the employee is terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Personnel Officer of the City of Starkville shall review such termination and shall render the decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

PROCEDURE

The following procedure should be followed to ensure proper application of the policy:

1. The employee should meet with his/her supervisor and department director to discuss the desire to continue their education and the specific course-work requested to be approved. It is the employee's responsibility to allow adequate time for such requests 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.

QUESTIONS

Any questions about this policy or courses to be approved under this policy may be directed to your supervisor, the department director, or the Personnel Officer of the City.

City of Starkville
Educational Assistance Request

Section A: Employee Request

Name (Print) _____ SS# _____

Home Address: _____

Telephone #'s: Home _____ Cell _____

Request Date _____ Date of Hire _____

Current Position _____ Supervisor _____

Check one:

☐ Seminar ☐ College Course ☐ Workshop ☐ Conference ☐ Other: _____

Title _____

School or Organization _____

Dates of attendance _____ Total Hours Training _____

Costs: Please itemize all related costs requested for approval in accordance with the Educational Assistance Program. State the amount and category of each cost and whether such costs are requested for prepayment (seminars, workshops, accreditation programs, etc.) or for reimbursement (college courses, continuing education, etc.) _____

What specific knowledge or skill will you learn? _____

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities with the City of Starkville? _____

REPAYMENT AGREEMENT:

In connection with the City of Starkville's Educational Assistance Policy, I am requesting benefits to be approved for continuing my education. I hereby agree to repay the City if I leave employment either voluntarily or involuntarily for reasons within my control prior to two years after educational assistance has been received. The repayment will be prorated according to my length of service after such benefits have been received, with my being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. I agree that the City of Starkville, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the City of Starkville, to the extent allowed by law, to offset against any training and other employment related expenses (per section 4 above) that I would be obligated to reimburse the City of Starkville. I agree to repay any outstanding expenses for which I may be responsible to the City of Starkville at the time of my resignation.

I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the City of Starkville including attorney fees.

In the event of a reduction of force or if I am terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Personnel Officer of the City of Starkville shall review such termination and shall render the

decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

Employee Signature _____ Date _____

Attach description of training with completed registration form and forward to your supervisor for approval process.

Section B: Approvals

Review and approve based on appropriateness, cost, scheduling, and quality of training, and availability of funding in the department's training budget.

Supervisor _____ Date _____

Department Head _____ Date _____
Approve and forward to Human Resources

Review and approve for compliance with policy, quality of training and/or make recommendations for other resources.

Personnel Officer _____ Date _____

Approved by Mayor and Board of Aldermen on (date) _____

Section C: Notification of approval

To: _____ Date: _____
(Employee's Name)

Your request for Educational Assistance Benefits as indicated on this form is approved and you are authorized to enroll in the above stated classes. Only expenses which you have listed may be considered for reimbursement under the terms and provisions of this policy. You are reminded to review all provisions of the policy, specifically those pertaining to reimbursement and repayment of expenses approved.

Department Director's Authorization: _____

Section D: Reimbursement Request

I hereby acknowledge that I have completed the courses approved for reimbursement under the City of Starkville's Educational Assistance Policy and request reimbursement of the approved costs. I am attaching my grade report and receipts for all expenses requested for reimbursement. I hereby acknowledge my obligations and agreement to the repayment terms of the policy.

Total applicable costs for reimbursement: **Receipts are required**

Tuition	\$ _____
Registration Fees	\$ _____
Books	\$ _____
Other fees (itemize)	\$ _____
Total of all fees	\$ _____

Grade received _____ Applicable percentage for reimbursement _____
(See Policy)

Actual amount of reimbursement requested: _____

Employee's Signature: _____ Date: _____
Complete and submit to Personnel Officer

Section E: Reimbursement Approval

Reimbursement Request and grade received and approved:

Personnel Officer: _____ Date: _____

Department Director: _____ Date: _____
Submit to City Clerk's Office after approval

Policy # 6
DRUG AND ALCOHOL POLICY
OF THE CITY OF STARKVILLE, MISSISSIPPI
(revised 1/3/2012)

1. Notice to Employees

You are hereby advised that the City of Starkville has implemented a drug and alcohol policy and conducts a testing program, pursuant to Sections 71-7-1, et.al., of the Mississippi Code of 1972, Ann. (hereinafter referred to as "the Act"), and you are hereby advised of the existence of said Act.

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the City of Starkville through its drug and alcohol testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with the Act and these regulations. Any information obtained by the City of Starkville pursuant to the Act and these regulations shall be the property of the employer. the City of Starkville shall not release to any person other than the employee or job applicant, or employer medical, supervisory or other personnel, as designated by the City of Starkville on a need to know basis, information related to drug and alcohol test results unless: (a) The employee or job applicant has expressly, in writing, granted permission for the City of Starkville to release such information; (b) it is necessary to introduce a positive confirmed test result into an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under applicable state or local law, a grievance hearing as set forth in the Personnel Policy of the City of Starkville, or a judicial proceeding, provided that information is relevant to the hearing or proceeding, or (c) the information must be disclosed to a federal or state agency or other unit of the state or United States government as required under law, regulation or order, or in accordance with compliance requirements of a state or federal government contract, or disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of an employee; or (d) there is a risk to public health or safety that can be minimized or prevented by the release of such information; provided, however, that unless such risk is immediate, a court order permitting the release shall be obtained prior to the release of the information. The confidentiality provisions provided for by the Act shall not apply to other parts of an employee's or job applicant's personnel or medical files. If an employee refuses to sign a written consent form for release of information to persons as permitted in the Act, the City of Starkville shall not be barred from discharging or disciplining the employee.

2. Purpose

The City is committed to the safety and well-being of its employees and the public. It is the City's intent to ensure that employees perform all city-related job duties without the presence of alcohol, illegal drugs or inappropriately used legal drugs in their systems.

Our goal is to provide a safe, satisfying working environment, which promotes personal opportunities for growth. In meeting this goal it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

As an integral part of this effort, it is the City's policy to conduct drug and alcohol testing for those applicants offered employment to positions specified in this policy and to conduct other types of testing to ensure a drug-free workplace.

Adherence to this policy is a condition of employment although it should not be considered an offer of employment.

Nothing in these policies shall be interpreted in such a manner as to reduce or restrict any individual's rights pursuant to the Americans with Disabilities Act.

3. Prohibited Conduct

It is the policy of the City

- A. That the use of alcohol, illegal drugs, or the inappropriate use of legal drugs by City employees during working hours is prohibited;
- B. That no City employee shall be under the influence of drugs or alcohol, or in withdrawal from the use of drugs or alcohol, during working hours; provided, however, that employees are permitted to take at any time prescription medication as and in the manner prescribed by a physician, and nonprescription medication as needed and in accordance with manufacturer instructions, unless the physiological or psychological effects of the prescription or nonprescription medication as taken by the employee pose a threat to the health or safety of the employee taking the medication or any other person, including members of the public or hampers the employee's ability to satisfactorily perform his or her job duties;
- C. That City employees are prohibited from manufacturing, possessing, using, selling, distributing, soliciting or transferring drugs, drug paraphernalia, prescription medication, nonprescription medication or alcohol on or in City property, vehicles, machinery or

equipment, or while performing City business; provided, however, that employees are permitted to possess prescription medication prescribed to them by a physician if that medication must be taken during working hours, and to possess over-the-counter medication if it is reasonably necessary for the employee to take nonprescription medication during working hours to treat the symptoms of injury or illness, unless the physiological or psychological effects of the prescription or nonprescription medication as taken by the employee pose a threat to the health or safety of the employee taking the medication or any other person, including members of the public or hampers the employee's ability to satisfactorily perform his or her job duties;

- D. That City employees are prohibited from tampering with a drug test or a report of its results; and
- E. That nothing in this policy shall be construed as prohibiting in any way the possession or use of coffee, nicotine or nonalcoholic beverages.

4. Law Enforcement Duties

Notwithstanding any other provision in this policy to the contrary, employees of the Police Department of the City of Starkville are permitted to possess, solicit, sell, transfer and distribute drugs in the lawful exercise of their duties and pursuant to instructions from or command orders of the Chief of Police, the employee's supervisor or superior officer, an employee of the Mississippi Bureau of Narcotics, or the United States Department of Justice acting as the City employee's supervisor or superior officer.

5. Definitions

Alcohol. Ethyl alcohol.

Applicant. A person who has completed all required employment forms and has been extended an offer of employment conditioned on successfully completing a drug test.

City property. All offices, facilities, land, buildings, structures, fixtures, installations, vehicles and equipment, whether owned, leased or used by the City.

Confirmation test. A drug and alcohol test on a specimen to substantiate the results of an initial drug and alcohol test on the specimen. The confirmation test must use an alternate method of equal or greater sensitivity than that used in the initial drug and alcohol test. The confirmation test will be done on the original collection that was the other portion of a split sample method of collection.

Collection site. The facility designated by the City where employees' specimens for drug and alcohol testing are collected.

Collection site person. An individual authorized to collect specimens in accordance with this plan and trained in specimen collection procedures in accordance with the *Alcohol and Drug Regulations* of the Mississippi State Department of Health.

Direct threat. A direct threat has the same meaning assigned to it by the Americans With Disabilities Act of 1990.

Drug or alcohol test. An electronic, chemical, or other test administered to determine the presence or absence of a drug, alcohol or their metabolites in a person's body fluids or breath.

Drug. Illegal drugs, prescription medication and nonprescription medication as those terms are defined in this plan.

Employee. Any person who supplies a service for remuneration or pursuant to any contract for hire to the City of Starkville.

Illegal drugs. Any substance, other than alcohol, which has physiological and/or psychological effects on a human being and which is not a prescription or nonprescription medication, including: controlled dangerous and controlled substance analogs or volatile substances which produce the psychological and/or physiological effects of a controlled dangerous substance through deliberate inhalation.

Initial test. A test on a specimen to determine the presence or absence of drugs, alcohol or their metabolites in the specimen.

Medical Review Officer ("MRO"). A licensed physician who is responsible for receiving laboratory results generated by the City's drug and alcohol testing program who has knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an employee's positive confirmation test result together with his or her medical history and other relevant biomedical information.

Neutral selection. A mechanism for selecting employees for drug and/or alcohol tests that: (i) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (ii) does not give employer discretion to waive the selection of any employee selected under the mechanism.

Nonprescription medication. Any substance which is authorized by federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.

Paraphernalia. Anything commonly used in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing into the human body an illegal drug.

Prescription medication. Any substance prescribed for use by a duly licensed physician, dentist or other medical practitioner licensed to issue prescriptions.

Reasonable suspicion. A belief that an employee is using or has used drugs and/or alcohol in violation of the City's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

- (a) Observable phenomena, such as direct observation of drug and/or alcohol use and/or the physical symptoms or manifestations of being under the influence of a drug and/or alcohol;
- (b) Abnormal conduct or erratic behavior while at work, absenteeism, tardiness or deterioration in work performance;
- (c) A report of drug and/or alcohol use provided by reliable and credible sources and which has been independently corroborated;
- (d) Evidence that an individual has tampered with a drug and/or alcohol test during his employment;
- (e) Information that an employee has caused or contributed to an accident while at work and that the City has a reasonable suspicion that the accident may be causally related to the employee's drug and/or alcohol use.
- (f) Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while working or while on City property or operating City vehicles, machinery or equipment.

Safety sensitive position. The following categories of City employees:

- A. Law enforcement personnel required to carry firearms;
- B. Non-clerical employees directly involved in the interdiction of drugs and paraphernalia;
- C. Combat firefighters;
- D. Emergency medical technicians;
- E. Employees who are authorized and required to operate city vehicles; city equipment or city machinery;
- F. Employees who are traveling on the exterior of city vehicles and are exposed to external traffic hazards; and,
- G. Employees who have entered a substance abuse rehabilitation program, as a follow-up to that rehabilitation.

Specimen. A tissue or product of the human body chemically, electronically, or otherwise capable of revealing the presence of drugs and/or alcohol in the human body.

Under the influence. Detectable in the human body at the levels proscribed in Appendices C and D of this plan.

6. Penalty for Violation

Violating the policy will be grounds for disciplinary action up to and including termination. Any City employee who refuses to submit to a drug test in accordance with this policy may be subject to disciplinary action, up to and including termination.

Any City employee who is convicted of a drug or alcohol-related offense must notify the Personnel Officer in writing within five calendar days of the conviction. The employee may be subject to disciplinary action, up to and including termination if the employee fails to notify the Personnel Officer of such conviction.

Following any type of testing, if an employee's positive test results are confirmed, the City will immediately remove the employee from duty. Such positive test result may be grounds for disciplinary action up to and including termination. Any employee who is subjected to disciplinary action under this policy may contest such disciplinary action by using the grievance process if they so choose.

7. Types of Testing

A. Pre-Employment

All job applicants for employment in the City of Starkville are subject to drug testing upon receiving an offer of employment. Any offer of employment with the City will be conditioned on the applicant testing negative on a drug and alcohol test. Prior to the collection of a specimen from an applicant, the applicant will be required to read and sign the following statement, which will be provided on a separate sheet of paper:

I, _____, have read the *Drug and Alcohol Plan* of the City and notice provided to me pursuant to Part IX of the *Alcohol and Drug Regulations* of the Mississippi State Department of Health. I understand the plan and the Notice, and I agree to submit to specimen collection and drug testing according to the terms of the plan. I understand that my refusal to sign this statement or my refusal to submit to required specimen collection and drug testing in accordance with the plan shall be a basis for rejecting my application for employment by the City, and I waive any rights I may have arising from rejection of my application on that basis.

A positive result of a confirmation test for the presence of drugs, alcohol or their metabolites is a sufficient basis for rejection of an employee's application. Successful completion of a drug and/or alcohol test does not ensure employment with the City.

B. Neutral Selection

All employees of the City of Starkville are subject to neutral selection testing.

Neutral selection drug testing shall occur by randomly selecting 25% of the total number of employees annually. Neutral selection alcohol testing shall occur by randomly selecting 10% of the total number of employees annually. The method of random selection will be chosen by the City so as to insure compliance with those provisions of Mississippi law and applicable regulations governing random selection procedures.

The selection of employees for neutral selection drug and alcohol testing shall be made using a scientifically valid method such as a random number table or a computer-based random number generator that ensures each employee that they will have an equal chance of being selected each time selections are made. Random tests will be unannounced and spread throughout all days and all hours of all shifts the City is in operation during the year. Employees are to proceed to the testing site immediately upon notification of a random test, subject to the hours of operation of the testing facility.

There is no discretion on the part of management or operations in the selection and notification of individuals for testing.

The Board of Aldermen of the City of Starkville may choose at any time to discontinue the practice of neutral selection testing. If neutral selection testing is stopped, the Board may at its discretion authorize the reinstatement of such testing.

C. Reasonable Suspicion

All City employees are subject to reasonable suspicion drug and/or alcohol testing under this plan. Reasonable suspicion shall be determined by a member of City management.

If the City has reasonable suspicion that an employee is using drugs and/or alcohol in violation of this plan, he or she may be required to submit to a test. An employee will not be required to submit to a test under this provision unless the reasonable suspicion that he or she has used or is using drugs and/or alcohol in violation of this plan is based on specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

Prior authorization for any drug and/or alcohol test based on reasonable suspicion must be received from one of the following:

1. The Mayor
2. The Department Head
3. The Personnel Director

If one of the above individuals also is the supervisor who makes the initial reasonable suspicion determination, prior authorization for any drug and/or alcohol test must be received from another person on the list.

The basis for a reasonable suspicion test (see definition) shall be documented and submitted in writing to the Personnel Officer. Managers/supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion. Reasonable suspicion testing must be conducted immediately following such documentation. The employee will be transported to the designated testing facility by a supervisor / manager. The employee shall not be permitted to return to work prior to receiving the results of the drug/alcohol test. The manager/supervisor shall make arrangements for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

D. Accident Related Testing

An employee who has been involved in an accident or injury that directly impacts a city employee and/or city vehicle or vehicles will immediately report to their supervisor per the personnel policy manual and will make him or herself available for drug testing in accordance with this policy as follows:

1. Any chargeable accident as defined in Section 9.701 of the City of Starkville Personnel Policy Manual;
2. Any accident that results in an employee being treated at an emergency room or doctor's clinic.

8. Counseling and referral

The City of Starkville encourages employees to voluntarily seek help with drug and alcohol problems. Any employee who, prior to being scheduled for any type of testing, requests assistance will be provided with counseling and a referral to a Substance Abuse Professional (SAP). No disciplinary action will be taken against an employee who voluntarily participates in a rehabilitation program prior to any positive test result. Thereafter, the employee must refrain from violating the City's drug and alcohol abuse policy.

An employee who tests positive for alcohol or drugs in connection with any of the testing procedures as set forth in this policy may be provided an opportunity to seek counseling and treatment in a rehabilitation program as recommended by a Substance Abuse Professional (SAP). The decision to provide such opportunity will be made after consideration of all factors involved in the case, including the employee's length of

service, any prior disciplinary issues, and the particular issues leading to such testing. This decision is solely at the discretion of City Management. Any such referral will be on a "last chance" basis and will be subject to certain conditions including, but not limited to, confirmation of participation and successful completion of any treatment program as recommended by a Substance Abuse Professional, periodic testing, probation for a defined period of time, and other provisions as may be determined appropriate based on the particular case.

An employee denied such "last chance" opportunity may challenge such decision through the grievance process.

The employee, before returning to duty, must be evaluated by a SAP, complete any recommended treatment and provide a negative return to duty test. Return to duty testing is done at the recommendation of the SAP and may be for drugs and/or alcohol.

9. Searches, Tests and Inspections

The City reserves the right to conduct searches and inspections of employees' person, lockers, baggage, desks, tool boxes, clothing, vehicles, or any other personal property brought on City property. Employees are subject to search while in the course and scope of any job duties, while on City property, while on a City job site, or while in an area adjacent to any City property or job site. Employees do not have a legitimate expectation of privacy in any of the above-described areas. These inspections and searches may be conducted to carry out this and other policies of the City.

The decision to conduct an investigation or search and the manner in which it is carried out will be determined at the sole discretion of the City. Employees are required to cooperate fully in these investigations and/or searches and are required to submit to questioning or searches of the City or its agent. Employees are required to submit to tests and provide urine, blood, breath, saliva or other specimens upon request. Any refusal by an employee to answer questions, submit to testing, render a requested specimen or otherwise cooperate in a search, test or investigation, will be considered an act of insubordination which may result in discipline up to and including termination.

10. Training for employees & supervisors

All employees shall receive a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment and indicators of prohibited drug use.

Supervisors responsible for making the decision to reasonable suspicion test must receive a minimum of 60 minutes of training on drug and 60 minutes of training on alcohol information regarding the physical, behavioral, speech and performance indicators of probable drug and alcohol use.

11. Specimen Collection Procedure

Applicants and employees will be directed to a collection site for drug and/or alcohol test specimen collection. All drug and/or alcohol testing will be conducted during or immediately after the regular work period, subject to the normal hours of operation of the testing facility, and this time will be considered time worked for the purpose of determining compensation and benefits.

The collection site person will be responsible for maintaining the integrity of the specimen collection and transfer process and insuring the privacy of the employee/applicant. The collection process will include the procedure of utilizing a split sample for confirmation purposes. Collection sites will conduct specimen collection in accordance with the *Alcohol and Drug Regulations* of the Mississippi State Department of Health.

12. Responsibilities of the Laboratory

The laboratory which conducts drug tests under this plan will conduct all tests under this program in accordance with the *Alcohol and Drug Regulations* of the Mississippi State Department of Health. Samples that yield positive results on confirmation shall be preserved in a frozen state by the laboratory that conducted the test for a period of ninety (90) days from the time the results were mailed or otherwise delivered to the City. Within this 90-day period, the employee or applicant may make a written request that the sample be retested at the employee's expense at a certified laboratory chosen by the employee. However, the laboratory must be certified by Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory must have written testing procedures and written procedures to insure the chain of custody, the laboratory must demonstrate satisfactory performance in the proficiency testing program of the National Institute on Drug Abuse, the College of American Pathology or the American Association for Clinical Chemistry or the equivalent and the laboratory must follow proper quality control procedures, including but not limited to; (1) the use of internal quality controls including the use of samples of known concentrations which are used to check the performance and the calibration of testing equipment and periodic use of blind samples for overall accuracy; (2) the internal review and certification process for test results conducted by a person qualified to perform that function in the testing laboratory; (3) security measures implemented by the testing laboratory to preclude adulteration of specimen test results. The results of the retest will not affect any disciplinary action taken against an employee with a confirmed positive test result.

13. Testing Standards

A. Initial Test

Under this plan, the initial test on specimens for the presence of marijuana, cocaine, opiates, phencyclidine, amphetamines, and any other substance for which the United States Department of Health and Human Services has established an approved protocol and positive threshold, or their metabolites, will employ an immunoassay which meets the requirements of the United States

Food and Drug Administration for commercial distribution. Initial alcohol testing will be by saliva testing, with confirmation by evidential breath testing if nonnegative. Initial cutoff levels specified in Appendix A will be observed. These cutoff levels are subject to change as advances in technology or other considerations allow identification of drugs or their metabolites at other levels.

If an initial drug and/or alcohol test is negative, no confirmation test will be conducted.

B. Confirmation Test

If the specimen provided by the employee or applicant tests positive for the presence of drugs and/or alcohol listed in the preceding paragraph, or their metabolites, in the initial test, the original specimen will be subjected to a confirmation test. The confirmation test for drugs will employ gas chromatography/mass spectrometry at the cutoff levels specified Appendix A. The confirmation test for alcohol will employ a blood test at the cutoff levels listed in Appendix A. These cutoff levels are subject to change as advances in technology or other considerations allow identification of drugs, alcohol or their metabolites at other levels.

14. Notification to MRO of Test Results

The City of Starkville shall engage the services of a qualified Medical Review Officer. The Medical Review Officer (MRO) for the City of Starkville will be certified by the American Association of Medical Review Officers (AAMRO) or by the Medical Review Officer Certification Council (MROCC).

a. The Medical Review Officer shall receive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant.

b. Upon receiving a confirmed positive test result the Medical Review Officer shall contact the applicant or employee prior to notification of City officials. The applicant or employee shall be given the opportunity to explain the test results, including disclosure of any medications that may impact such test results. This disclosure will be provided by the applicant or employee only to the Medical Review Officer and such information shall not be released to any City personnel.

The laboratory will report confirmation test results only to the City's Medical Review Officer within five (5) working days of receiving a specimen. The report, which will be signed and certified as accurate by the person responsible for the day-to-day operations of the certified laboratory or the person responsible for attesting to the validity of test results, will identify the drugs, alcohol or metabolites for which testing has been conducted, and it will indicate the City's specimen number and the specimen identification number assigned to the specimen by the laboratory. The report shall indicate only that the confirmation test result was negative, if that be the case, or that it was positive for specific drugs, alcohol or metabolites, if that be the case.

Within five (5) working days after receiving a positive confirmed test result from the testing laboratory, the City will inform the employee in writing that he or she has tested positive. At this time the City will inform the employee of the consequences of the positive test and any options available to him or her.

Any employee may request a copy of the test result report. The request must be in writing and should be directed to the Personnel Director.

15. Responsibilities of the Medical Review Officer

The MRO will review the test results received from the testing laboratory to determine whether a result is positive. The MRO shall notify the employee/applicant in writing of the drug test results within five (5) days of receiving them, which notification will include an explanation of the consequences of the results and options available to the employee/applicant if the results are positive. An employee/applicant who receives a positive confirmed test result may contest the accuracy of that result or explain it in writing and why the results do not constitute a violation of the employer's policy within 10 working days of receiving notification of the test results. That contest may include another test on the specimen at the employee/applicant's expense. If the employee/applicant's explanation is unsatisfactory to the MRO, a written explanation as to why and the test results will be placed in the employee's personnel and medical file, or the applicant's application file.

16. Confidentiality

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the City through its drug and alcohol testing program are confidential communications, except under certain circumstances as allowed by the Act. This information is City property, and it will be maintained in a separate file. Information described above will be released:

- (1) If the employee or job applicant grants written permission to do so;
- (2) if the information must be disclosed in any administrative, arbitral or judicial proceeding pursuant to applicable law because it is relevant to an issue in that proceeding;
- (3) If the information must be disclosed to a governmental unit as required by law, regulation, administrative or judicial order, or in accordance with compliance requirements of a federal contract;
- (4) If the information must be disclosed to a substance or alcohol abuse rehabilitation program for the purpose of evaluation or treatment of the employee; or
- (5) Without a court order, if an immediate risk to public health or safety can be minimized by release and with a court order if the risk is not immediate.

An employee's failure to sign a written consent to release information as permitted by and in accordance with this section may subject the employee to discipline, up to and including termination.

17. Drug Free Workplace

The City intends to comply with all federal and state laws which require it to provide its employees with a drug free workplace. By publishing this policy, the City hereby notifies its employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in any City workplace or work site.

18. Nature of the Policy

This policy does not create or set forth any contractual commitments or obligations by the City for employment or other employment benefits to any applicant or employee. The policies described in this policy are subject to being modified, revoked, terminated or changed in whole or in part at any time, with or without notice, by the City.

19. Employee Questions

All questions regarding this policy should be directed to the Personnel Director.

20. Policy Revisions

Exceptions to this policy can be made only by the City's Board of Aldermen. The Board reserves the right to change or discontinue this drug testing policy at any time and nothing in this policy should be construed as granting anyone a right to specific benefits or continued employment.

APPENDIX A:

SUMMARY OF "CUTOFFS"

SUBSTANCE	IMMUNOASSAY SCREEN	GC/MS CONFIRMATION
CANNABINNOIDS (Marijuana)	50 ng/ml	15 ng/ml
COCAINE	300 ng/ml	150 ng/ml
AMPHETAMINES	1000 ng/ml	
"Amphetamine"		500 ng/ml
"Methamphetamine"		500 "Met." PLUS 200 "Amp."
OPIATES		
"screen" (class assay)	2,000 ng/ml	
"morphine"		2,000 ng/ml
"codeine"		2,000 ng/ml
"Heroin" [6-MAM]		10 ng/ml
"Poppy seeds"		Formula = $M/C < 2$ = Codeine Use
PCP	25 ng/ml	25 ng/ml
BARBITURATES	300 ng/ml	300 ng/ml
BENZODIAZEPINES	300 ng/ml	300 ng/ml
METHADONE	300 ng/ml	300 ng/ml
METHAQUALONE	300 ng/ml	300 ng/ml
PROPOXYPHENE	300 ng/ml	300 ng/ml

Alcohol Concentration	Any detectable amount.
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APPENDIX B:

The City will select a qualified facility for collection of specimen and will notify employee's of such collection site at the time of testing. The City reserves the right to change such collection facility as it may determine necessary.

APPENDIX C:

Acknowledgment and Release Regarding
the Drug and Alcohol Plan

I (please print), _____, acknowledge by my signature that I have received, reviewed and fully understand the *Drug and Alcohol Plan* of the City. I agree to abide by its terms, and I understand that my failure to do so will subject me to disciplinary action, up to and including termination. I understand that the only claims I will have arising out of administration of the *Drug and Alcohol Plan* of the City are those specified and described in Sections 71-7-23 and 71-7-25 of the Mississippi Code. I voluntarily waive any and all other claims of whatever kind I may have arising from the administration of the *Drug and Alcohol Plan* of the City. I have had an opportunity to have the plan reviewed by an attorney of my choosing.

Employee

Date

Witness

Date

APPENDIX D:

APPLICANT AGREEMENT TO SUBMIT TO DRUG TESTING

I, _____, have read the *Drug and Alcohol Plan* of the City and notice provided to me pursuant to Part IX of the *Alcohol and Drug Regulations* of the Mississippi State Department of Health. I understand the plan and the notice, and I agree to submit to specimen collection and drug testing according to the terms of the plan. I understand that my refusal to sign this statement or my refusal to submit to required specimen collection and drug testing in accordance with the plan shall be a basis for rejecting my application for employment by the City, and I waive any rights I may have arising from rejection of my application on that basis.

APPLICANT SIGNATURE

DATE

Policy # 8

City of Starkville, Mississippi

Addition to Personnel Policy Manual
(Approved by Board on June 2, 2009, revised August 21, 2012)

DONATION OF LEAVE

Any City of Starkville employee may donate a portion of his or her earned major medical leave and/or personal leave to another employee who is suffering from a catastrophic illness or catastrophic injury as defined below, or to another employee who has a member of his or her immediate family who is suffering from a catastrophic illness or injury, in accordance with the following:

1. The employee donating the leave (the "donor employee") shall designate the employee who is to receive the leave (the "recipient employee") and the amount of earned major medical leave and/or personal leave that is to be donated, and shall notify the Personnel Officer of his or her designation. The Personnel Officer shall then notify the recipient employee's department head of the amount of leave that has been donated by the donor employee to the recipient employee.
2. The maximum amount of earned major medical leave and/or personal leave that an employee may donate to any other employee may not exceed a number of days that would leave the donor employee with fewer than a total of ten (10) days each of major medical leave and/or personal leave left, and the maximum amount of earned major medical leave and/or personal leave that an employee may donate to any other employee may not exceed fifty percent (50%) of the earned leave of the donor employee, with a not to exceed amount of ten (10) days or eighty (80) hours. All donated leave shall be in increments of not less than eight (8) hours.
3. The maximum period of time that an employee may use donated leave without resuming work is ninety (90) days, which commences on the first day that the recipient employee uses donated leave.
4. An employee must have exhausted all of his or her earned sick and vacation leave before he or she will be eligible to receive any leave donated by another employee.
5. Before an employee may receive donated leave, he or she must provide his or her Department Head and the Personnel Officer with a physician's statement that confirms the beginning date of the catastrophic illness or injury, a description of the illness or injury, a prognosis for recovery, and an anticipated date that the recipient employee will be able to return to work. He or she must submit a request to his/her department head to use the donated leave policy.
6. The request for donated leave will be evaluated by a board of three (3) comprised of the Personnel Officer, the City Clerk and the Chief Administrative Officer. The board will consider the employee's employment record, the nature of the circumstances surrounding the request and any other relevant matters. Any denial of the use of donated leave may be appealed to the Board of Aldermen at the next regular meeting.
7. If the total amount of leave donated to any employee is not used by the recipient employee, the donated leave will be returned to the donor employee(s) on a pro rata basis, based on the ratio of the number of days of leave donated by each donor employee to the total number of days of leave donated by all employees.
8. For the purpose of this policy, "immediate family" means spouse, child, step-child, parent, step-parent, or sibling.
9. No person through the use of coercion, threats or intimidation shall require or attempt to require any employee to donate his or her leave to another employee. Any person who alleges a violation of this paragraph shall report the violation to the Personnel Officer of the City. Any person found to have

violated this paragraph shall be subject to disciplinary action up to and including termination of employment.

10. No employee can donate leave after tendering notice of separation for any reason or after termination.
11. In order for an employee to be eligible to receive donated leave, the employee must be a regular, full-time employee on the date on which the leave is donated.
12. Donated leave shall not be used in lieu of disability retirement.
13. "Catastrophic injury or illness" means a serious injury or illness of an employee or a member of an employee's immediate family which totally incapacitates the employee from work for a period of time of not less than ten (10) continuous days {five (5) shifts for firefighters}, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation from the City for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods, may be considered catastrophic.

City of Starkville

Donation of Leave Time

I request to donate leave time as indicated below:

Employee to receive donated time: _____

Leave Time to be donated: [must be in eight (8) hour increments]

_____ Hours of Personal (Annual) Leave

_____ Hours of Major Medical (Sick) Leave

I acknowledge that I have read the City of Starkville's policy on Donation of Leave Time and agree to all provisions of the policy. I understand that donation of leave time is with no expectation that the donated time will be returned, or reimbursed in any way. My decision to donate leave time has not been made based on any coercion, threats, or intimidation by any other employee, supervisor, manager, or City official.

Printed Name of Donating Employee

Department

Donating Employee's Signature

Date

Submit completed form to Personnel Officer

Donation of Leave Time as indicated above complies with policy and is approved.

Personnel Officer's Signature

Date

Submitted to Payroll on _____

Policy # 9
CITY EMPLOYEE TRAVEL POLICY
July 21, 2009

This policy is adopted to comply with the Office of the State Auditor requirements for Official Travel and Travel Advances found in the Municipal Audit and Accounting Guide.

1. Pre-approval by the Board of Aldermen is required for all out-of-state travel by elected officials or municipal employees traveling on city business, if the cost of such travel exceeds \$2,000.00. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.
2. Pre-approval by the Board of Alderman is required for all over-night travel for city designated purposes by municipal employees whether in-state or out-of-state, if the cost of such travel exceeds \$2,000.00. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.
3. In the rare event of an emergency situation or a matter of critical significance to the city where it is impossible to secure the pre-approval of the Board of Aldermen for, such travel that exceeds the aforementioned \$2,000.00 amount, any such required travel may be approved by the Mayor or, in his absence or unavailability the Mayor Pro- tempore and if any such travel approval is granted, the Board of Aldermen shall be notified that such has occurred and the matter explained at the next scheduled board meeting to include authorization for the reimbursement of expenses incurred.
4. Any request for in-state or out-of-state travel where per diem or travel reimbursement will be requested will be provided to the board with the details of the travel provided with the specificity as required and in accordance with the applicable state instructions. The applicable state statute §25-3-41 will be incorporated by reference into this travel policy. No per diem allowance shall be made for regular meals provided as a part of the registration cost for the official event, whether or not the employee partakes of the meal provided.
5. In accordance with the past and accepted practice, the Board of Alderman authorizes an additional vicinity travel amount up to twenty-five (25) miles per day for any trip that necessitates such travel to and from the sites in conjunction with the purpose of the trip and that is part of a travel request approved by the board. Where such travel deviates by more than the above described mileage, those requests for modifications for accommodations and travel expense must be approved by the Board of Aldermen. Such requests shall reflect either a cost savings to the city or an equivalent cost before it will be considered by the Board for approval. In all cases the state travel reimbursement guidelines will be followed.

6. Travel expenses and/or advanced travel expenses will be reimbursed in accordance with the Department of Finance and Administration (DFA) maximum meal reimbursement amounts and the mileage rates in effect as of the time that the travel occurred.
7. Travel advances may be made with the approval of the Board of Aldermen. This approval is contingent upon:
 - Compliance with the rules and regulations of the Office of the State Auditor
 - Compliance with the Department of Finance and Administration's daily limits on expenditures for meals
 - Compliance with section 25-3-41, Miss. Code Ann. (1972)
 - Compliance with the City's requirements for the travel authorization and documentation
 - Travel advances must be accounted for within five (5) working days of the end of the month in which the official travel occurred. All travel advance money not used for travel related expenditures must be repaid to the municipality. The forms required must be completed and submitted to account for all money not refunded. Actual receipts must be provided for all travel expenses, except meals and travel in personal vehicles.
8. The Mayor, in the case of employees at the department head level or with department head status, and the department heads, in the case of departmental employees, are authorized to approve travel in accordance with the following dollar amounts. The Mayor is authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) not to exceed \$2,000.00; department heads are authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) that does not exceed \$1,000.
9. The Mayor is authorized to travel in-state as conduct of his official duties requires.

13. CONSIDERATION OF DIRECTING STAFF TO OBTAIN BIDS WITHIN FOR DEMOLITION, DEBRIS REMOVAL, AND RELOCATION OF INFRASTRUCTURE FOR THE PROPERTY LOCATED AT 100 EAST DR. MARTIN LUTHER KING, JR. DRIVE AND PRESENT BIDS AT THE FEBRUARY 6, 2018 BOARD OF ALDERMEN MEETING.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of directing staff to obtain bids within for demolition, debris removal, and relocation of infrastructure for the property located at 100 East Dr. Martin Luther King, Jr. Drive and present bids at the February 6, 2018 Board of Aldermen meeting” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF VA 17-16: A REQUEST BY SER LLC FOR VARIANCE RELIEF FROM SIDEWALK REQUIREMENTS ON A LOT LOCATED +/-250' EAST OF INDUSTRIAL PARK ROAD ON THE NORTH SIDE OF SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL # 102N-00-005.01

The applicant is requesting relief from various sidewalk requirements. The applicant is proposing to build a metal building for lease as a storage space. The applicant is concerned that the sidewalks may pose a security and safety risk to the building. The applicant is requesting relief from sidewalk requirements along the right-of-way and sidewalk connections from the right-of-way to the primary entranceway of the building. The applicant attended a Development Review Committee meeting on September 21, 2017 and has received Site Plan Approval. The applicant received a waiver from some of the Landscape Requirements by the Board of Alderman on September 19, 2017. On October 25, 2017 Board of Adjustments and Appeals voted 4-0 to recommend approval of the variance request. Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of VA 17-16 a request by SER LLC for Variance relief from sidewalk requirements on a lot located +/-250' east of Industrial Park Road on the north side of Spruill Industrial Park Road in an M-1 zone with the parcel # 102N-00-005.01” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO APPROVE WITH CONDITION THE SPECIAL EVENTS REQUEST FOR THE 2017 CHRISTMAS PARADE EVENT WITH IN-KIND SERVICES TO BE HELD MONDAY, NOVEMBER 27, 2017.

The applicant Paige Watson, of Starkville Main Street Association, is requesting in-kind services to hold the 2017 Christmas Parade event. This year the event will be held on Monday, November 27, 2017. Setup will begin at 4:00 pm and teardown will end at 7:30 pm. The event will start at 6:00 pm. The requested services include SPD, Sanitation and SED with a total cost \$5,705.00. In the event of severe weather, the parade will be held the next day, Tuesday, November 28, 2017. Proof of Insurance has been provided and approved. Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request for the 2017 Christmas Parade event with in-kind services” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF THE 2017 MISSISSIPPI CHAMPIONSHIP STEAK COOKOFF AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON NOVEMBER 18, 2017 WITH THE CONDITION THAT PROOF OF INSURANCE BE PROVIDED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request for the 2017 Christmas Parade event with in-kind services” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO EXTEND SERVICES WITH LEXIS NEXIS TO PROVIDE THE STARKVILLE MUNICIPAL COURT WITH ACCESS TO THE MISSISSIPPI CODE AND LEGAL RESEARCH FROM 11/1/2017 THROUGH 10/31/2020 AT A RATE OF \$321.00 PER MONTH.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of to extend services with Lexis Nexis to provide the Starkville Municipal Court with access to the Mississippi Code and legal research from 11/1/2017 through 10/31/2020 at a rate of \$321.00 per month” is enumerated, this consent item is thereby approved.



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

AGENDA ITEM DEPT.: Municipal Court
AGENDA DATE: November 7, 2017
PAGE: 1 of 4

SUBJECT: Consider to extend services with Lexis Nexis to provide the Starkville Municipal Court with access to the Mississippi Code and legal research from 11/1/2017 through 10/31/2020 at a rate of \$321.00 per month.

AMOUNT & SOURCE OF FUNDING: 001-110-600-300 \$321.00 per month

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Starkville Municipal Court has been using Lexis Nexis for several years to provide the court with access to the Mississippi Code and legal research. This contract will allow an extension of their services through 10/31/2020.

This contract has received approval from City Attorney Chris Latimer.

**REQUESTING
DEPARTMENT:** Municipal Court

**DIRECTOR'S
AUTHORIZATION:** Tony Rook

FOR MORE INFORMATION CONTACT: Tony Rook 418-9292; trook@cityofstarkville.org

SUGGESTED MOTION:

Move approval to extend services with Lexis Nexis to provide the Starkville Municipal Court with access to the Mississippi Code and legal research from 11/1/2017 through 10/31/2020 at a rate of \$321.00 per month.



"Subscriber" Name: Starkville Municipal Court

Account Number: 1000099UB

"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	
---	--

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
Mississippi Enhanced	1011625	
News	1010610	

Inter-Document Linking	1000690	
Core Public Records with Smartlinx	1004801	
Verdicts & Settlements - National	1010609	
MS Jury Instructions	1012381	
USCS	1011069	
☐ See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
11/1/2017 - 10/31/2018	\$321.00
11/1/2018 - 10/31/2019	\$321.00
11/1/2019 - 10/31/2020	\$321.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before ____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Starkville Muncipal Court	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	_____
Job Title:	_____
Date:	_____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	_____
Job Title:	_____
Date:	_____

18. REQUEST APPROVAL FOR CODY BURNETT TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE FALL 2017 SEMESTER TO TAKE MASTER’S LEVEL COURSES IN CIVIL ENGINEERING WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,500.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Cody Burnett to participate in the Educational Assistance Program for the Fall 2017 semester to take master’s level courses in Civil Engineering with a total reimbursement cost not to exceed \$1,500.00” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2017 FOR FISCAL YEAR ENDING 9/30/18.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville Claims Docket for all departments as of October 31, 2017 for fiscal year ending 9/30/18, acknowledging that the City Clerk has attested and certified on the record, to be placed in the Minutes of this meeting, that all claims on the docket are true, accurate, lawful, and proper for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21 to the best of her knowledge” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 462,239.24
Restricted Police Fund	002	3,610.00
Restricted Fire Fund	003	99,428.18
Airport Fund	015	9,074.87
Sanitation	022	128,330.84
Landfill	023	15,485.71
Park and Recreation	375	8,372.81
Industrial Park Bond	303	230,442.99
Sub Total Before Utilities		\$ 956,984.64
Utilities Dept.	SED	426,496.21
Total Claims	Total	\$ 1,383,480.85

20. CONSIDERATION TO ADVERTISE FOR GENERAL SOURCE OF SUPPLY BIDS FOR ALL DEPARTMENTS WITHIN THE CITY OF STARKVILLE FOR THE PERIOD JANUARY 1, 2018 THROUGH JUNE 30, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for general source of supply bids for all departments within the City of Starkville for the period of January 1, 2018 through June 30, 2018” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO ENGAGE JMCM CONSULTING TO PREPARE A PROJECT PLAN AND APPLICATION FOR THE 2017 ASSISTANCE TO FIREFIGHTER GRANT PROGRAM AT A FEE OF 5% OF THE FEDERAL GRANT AMOUNT TO BE PAID FROM CITY FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of allowing SFD to enter in to a one-year contract with JMCM Consulting for Grant-Writing services at a fee of 5% of the Federal grant amount to be paid from City funds and allow the Mayor to execute all paperwork” is enumerated, this consent item is thereby approved.



AUTHORIZATION TO ENGAGE JMCM CONSULTING

SCOPE OF WORK

JMCM Consulting (CONSULTANT) will prepare a project plan and application for the 2017 Assistance to Firefighter Grant Program. The total project request will be determined after reviewing the CLIENT's need assessment. The amount will be discussed with the CLIENT representative BEFORE the application is submitted.

The CLIENT will provide CONSULTANT all of the information needed to develop the project proposal. CONSULTANT will work with the CLIENT to identify the CLIENT's greatest needs and advise projects that have a higher likelihood of funding (based on CONSULTANT's experience and the AFGP Program Guidance).

PROJECT SCHEDULE

Once the "Authorization to Engage JMCM Consulting" and the CLIENT's information worksheets are received, CONSULTANT will begin work on the application.

A draft of the application will be provided to the CLIENT before the application is submitted.

The actual dates of the application period is unknown at this time. Client will be provided actual dates, once FEMA publishes the dates.

Once the final application is loaded to FEMA's AFGP portal, the CLIENT will be notified and be given the opportunity to review the application before it is submitted. Once approved the CLIENT may submit the application OR the CLIENT may authorize the CONSULTANT to submit on their behalf. CLIENT understands they are responsible for the content of the application.

PROJECT COST

JMCM Consulting will provide professional project development and administrative services for 5% of the federal funded grant amount. **This fee is NOT included in the project cost request. It cannot be paid from grant funds** the department may receive. It must be paid from the Client's general fund as a fee for professional services.

Once the total cost of the project is determined, the CLIENT will be provided a PROJECT COST estimate worksheet. If the grant funds, fees will be due 30 days from date of award. JMCM reserves the right to draft the fee from the Client's bank account if payment has not been made 180 days after award unless payment arrangements have been made.

IN WITNESS WHEREOF, the CLIENT has signed and approved engaging JMCM Consulting for the purpose of developing and submitting an application to Assistance to Firefighter Grant Program, in accordance with the written Standard Terms and Conditions.

CONSULTANT

JMCM Consulting

Signature:

Cindy Tubbs Monroe

print name

Title: Owner

Date:

CLIENT

Signature

print name

Title:

Date:

(Mayor, Chairman, President, etc.)

Client certifies that the person signing this contract has the authority to contractually obligate the department for the professional services set forth in this agreement. If this statement is determined to be untrue, the person signing this contract understands they will be personally responsible for all fees associated with this agreement.

22. CONSIDERATION OF APPROVAL TO ADVERTISE TO FILL A FIREFIGHTER POSITION, IN THE STARKVILLE FIRE DEPARTMENT AND AUTHORIZATION TO ADVERTISE FOR THREE (3) PART-TIME CERTIFIED FIREFIGHTERS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill a firefighter position in the Starkville Fire Department and authorization to advertise for three (3) part-time certified firefighters” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A PART-TIME SECRETARY, IN THE SANITATION & THE ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a part-time Secretary, in the Sanitation & the Environmental Services Department” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER POSITION, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a temporary full-time Code Enforcement Officer position, in the Community Development Department” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A VACANT PART-TIME INTERN POSITION FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a part-time Intern position, for the Finance and Administration Department” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF APPROVAL TO HIRE BETHANY ALLEN WEEKS AND STEVEN LANE, AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT AND REQUEST AUTHORIZATION TO RETAIN CANDIDATE CALVIN WATERS FROM THE SELECTION PROCESS HELD ON OCTOBER 10, 2017 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Bethany Allen Weeks and Steven Lane, as Entry Level Firefighters in the Starkville Fire Department, and authorization to retain candidate Calvin Waters from the selection process held on October 10, 2017 for consideration to fill any additional vacant position in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF APPROVAL TO HIRE CHRISTIE ROGERS, AS THE EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Christie Rogers,

as the Executive Administrative Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF APPROVAL TO HIRE TANNER STUART, AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Tanner Stuart, as an Apprentice Lineman in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

29. CONSIDERATION OF APPROVAL TO HIRE TAMEKA HARRIS, AS THE PAYROLL/COLLECTOR CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Tameka Harris as the Payroll/Collector Clerk, in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

30. CONSIDERATION OF APPROVAL TO HIRE DERRICK BIRCHFIELD, DNIJEE ROBINSON AND ELI SEABROOKS AS MAINTENANCE WORKERS I IN THE UTILITES WATER DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Derrick Burchfield, Dnijee Robinson, and Eli Seabrooks as Grade 4 Maintenance Workers I in the Utilites Water Department” is enumerated, this consent item is thereby approved.

31. CONSIDERATION OF APPROVAL TO HIRE JARED RABREN, AS THE AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Jared Rabren, as the Airport Operations Manager in the Starkville Airport Department at Grade 11” is enumerated, this consent item is thereby approved.

32. CONSIDERATION OF APPROVAL TO HIRE JACQUILINE POSLEY, AS THE PROCESSING CLERK IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Jacqueline Posley, as the Processing Clerk in the Community Development Department” is enumerated, this consent item is thereby approved.

33. CONSIDERATION OF APPROVAL FOR ROBBY GILLILAND TO TRAVEL TO JACKSON, TN TO ATTEND TVPPA LINE WORKER TROUBLESHOOTING LAB 5 ON DECEMBER 4-8, 2017 AT A TOTAL COST NOT TO EXCEED \$1,820 WITH ADVANCE TRAVEL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Robby Gilliland to travel to Jackson, TN to attend TVPPA Line Worker Troubleshooting Lab 5 on December 4-8, 2017 at a total cost not to exceed \$1,820 with advance travel” is enumerated, this consent item is thereby approved.

34. CONSIDERATION OF APPROVAL FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE (5) 69 KV POTENTIAL TRANSFORMERS TO ADDRESS SYNC CHECK ISSUES WITH MSU GENERATION AND TO PROVIDE ACCURATE FAULT LOCATING INFORMATION FROM GARNER LUMLEY FOR A TOTAL PRICE OF \$28,350.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to accept the lowest and best quote and purchase (5) 69 kV potential transformers to address sync check issues with MSU generation and to provide accurate fault locating information from Garner Lumley for a total price of \$28,350” is enumerated, this consent item is thereby approved.

Comparison of quotes received:

Garner Lumley Electric Supply	\$28,350
Yoder Sales Agency	\$30,500

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new Employee: Police Officer Chris Gregory. The Mayor then recognized the Park and Recreation Department for several awards recently received from the National Park and Recreation Association.

Chief Yarbrough and the Mayor presented Certificates of Recognition to Kyle McCullouch, Colby Carpenter and Tim Rice for their help in rescuing people during a recent fire at Avalon Apartments.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver asked that a description of the Bond issue item which is on consent be given for the public to understand the goal of the Bond. Alderwoman Sistrunk discussed the proposed General Obligation Bond which will be used for infrastructure throughout the City.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted he will be age 58 on November 28. He informed the Mayor that there is a fire hydrant on Reed Road which has water running. The Mayor offered to send someone to check on the possible leak.

Robert Leach, past President of the Starkville Soccer Association, spoke in support of the 2% sales tax and what it has and continues to mean to the Parks department.

Tyler McMurry, MSU Student Association President, spoke on behalf of the MSU Student Association and their support of the 2% tax. A Resolution was presented to the Mayor formalizing their support.

Mary Carr, Pastor of Antioch Church discussed the history of the church and its importance to the community. She discussed a plan of action to remedy the church’s building issues: the roof, windows, etc. She asked the City for more time to bring the property into compliance.

PUBLIC APPEARANCES:

CHRIS AYERS FROM STARKVILLE IN MOTION TO OUTLINE AND PRESENT THE ORGANIZATION’S PROGRAMS IN THE CITY OF STARKVILLE.

Mr. Ayers noted many of the groups programs in past years and current programs they provide and support. The main goal is to get and keep Starkville healthy and active. He asked that everyone take a look at the groups Facebook page and spoke of how each person could become a member of the organization.

PASTOR JOSEPH STONE FROM SECOND BAPTIST CHURCH TO SPEAK ON CHURCH CONSTRUCTION PROJECT.

Pastor Stone presented a video depicting many of the church activities and services. He noted that the video showed the church continues to thrive and grow in spite of litigation issues. He requested a continuance of time for the church leaders to decide what to do about the unfinished construction area.

PUBLIC HEARING:

FIRST PUBLIC HEARING ON AMENDING THE SMOKING ORDINANCE, 2008-08, AS AMENDED BY ORDINANCE 2017-7, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

Mayor Spruill opened the Public Hearing and called for public comments noting there would be fifteen minutes designated for the pro amendment speakers and fifteen minutes for the speakers against the amendment and that comments be limited to the proposed exemption only.

Offering comments in opposition of amending Ordinance 2017-07: Allison Tiffen and Yolanda Pruitt.

Offering comments in support of amending Ordinance 2008-08: Joseph Enfinger and Mike Jeffcoats.

There being no further comments from the public and none from the Board, the Mayor announced the public hearing closed.

35. CONSIDERATION OF A SIX (6) MONTH EXTENSION ON THE AGREEMENT FOR THE SALE OF THE LAGOON LOCATED ON THE HIGHWAY 12 BYPASS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, to approve the six (6) month extension on the agreement for the sale of the lagoon located on the highway 12 bypass as presented by the Board Attorney, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Addendum No. 6

Sales Contract

City of Starkville - Seller

Dr. Bennet York - Buyer

Property - 20.34 acres +/-, #117-25-021.00, Starkville, MS 39759

1. Buyer agrees to convey to Seller an additional \$5,000 to escrow as additional earnest money.

2. As a condition to Closing, legal access to the Property must be provided to Seller which runs with the land as to the Property, is recorded in the Oktibbeha County Chancery Clerk's Office, and is reasonably acceptable to Buyer and Buyer's title attorney and/or title insurer, on or before May 7, 2018. Notwithstanding the foregoing, neither Seller nor Buyer has any burden, duty, or obligation to establish or provide such access by May, 7, 2018, or any other time period. If such access is provided to Seller by May 7, 2018, such access shall be conveyed from Seller to Buyer at closing of the sale of the Property by warranty deed.

3. The sale of the Property shall close on or before May 7, 2018, or the sales contract between Seller and Buyer shall become null and void, and all earnest money shall be refunded to the Buyer.

4. Sale is subject to Phase 1 and Phase 2 environmental studies (at Buyer's expense) that would be acceptable for financing and intended use by Buyer. All environmental studies are at Buyer's expense.

5. Sale is subject to verification of access to Property by licensed surveyor. City to provide survey not less than ten (10) days prior to closing, if legal access is provided to the City consistent with paragraph two above.

6. Seller shall transfer a valid Construction Storm Water Permit covering and confirming the closure of the lagoon to the Buyer at Closing.

7. Seller agrees to waive at Closing the requirement for a Building Permit for the closure of the lagoon. Seller does not waive any other applicable permitting.

8. The terms of this Addendum shall control over any conflicting provisions of this Contract. All other Addenda are null and void.

Buyer's Signature _____ Date _____
Dr. Bennet York

Seller's Signature _____ Date _____
City of Starkville

36. CONSIDERATION OF CALLING FOR A PUBLIC HEARING, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 101D-00-272.00, ANTIOCH BAPTIST CHURCH, 522 EAST GILLESPIE STREET, TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY DURING ITS REGULAR MEETING ON DECEMBER 5, 2017, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE.

Community Development Director Buddy Sanders presented the item. The subject structure is in violation of IPMC Code 2012 Section 304(304.1.1) Paragraph (8). The IPMC Code was adopted by the City on June 5, 2012, Ordinance Number 2012-06:

Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

There is no address listed on tax card. Staff cannot serve court documents and Miss. Code Ann. 21-19-11 needs to be considered.

Alderman Perkins noted that the Board of Aldermen has been consistent over the years with its enforcement of the Code. It is unfortunate that this is a House of God, but all buildings must be held to the same standards for public safety and welfare of the citizens.

A motion was then offered by Alderman Perkins, that given that the property is out of compliance with City Code, pursuant to the City's authority to prevent, remove, and abate nuisances under Miss. Code Ann. §21-19-1, Appendix A, Article III (F) of City Code and Sections 54-51 through 54-58 of City Code, that the City provide the Antioch Baptist Church with 60 days, through and including January 7, 2018, to bring the building located at 522 East Gillespie Street, Parcel Number 101D-00-272.00, into complete compliance with City code, or face any and all potential remedies available to the City under state and / or local law. Alderman Vaughn seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed. This item will be placed on the January 16, 2018 agenda of the Mayor and Board of Aldermen for a compliance update.

37. CONSIDERATION OF CALLING FOR A PUBLIC HEARING, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 102B-00-323.00, SECOND BAPTIST CHURCH, 314 YEATES STREET TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY DURING ITS REGULAR MEETING ON DECEMBER 5, 2017, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE.

Community Development Director Buddy Sanders presented the item as well as current photographs of the property. The Second Baptist former construction site is in violation of the 2012 International Building Code Sec (A) 105.5:

Expiration. Every permit issued shall become invalid unless the work on site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the work has commenced.

Mississippi Department of Environmental Quality (MDEQ) storm water pollution prevention regulations are not in compliance:

Any disturbed areas that will be left undisturbed for 14 or more days will be seeded (temporary seeding) immediately. After final grading, all disturbed areas will be seeded (permanent seeding) immediately.

The following timeline was also presented:

September 9, 2014: Conditional Use CU14-05 Approved
October 9, 2014: Development Review Committee Reviews Second Baptist Site Plan
November 20, 2014: Erosion Control Permit Issued
March 9, 2015: Conditional Use CU 14-05 Expires
September 5, 2015: Building Permit Issued
September 5, 2016: Building Permit Expires
October 19, 2017: Violation Notice Issued
October 24, 2017: Violation Notice Received

Alderman Perkins noted that the Board of Aldermen has been consistent over the years with its enforcement of the Code. The property in question is not safe or appealing to the citizens. It also is unfortunate that this is a House of God, but all buildings must be held to the same standards for public safety and welfare of the citizens. Mr. Bennie Hairston, the Chairman of the Trustee Board of Second Baptist Church, is charged with the maintenance of church property per the church Constitution, so all notices will be sent to his attention in the future.

A motion was then offered by Alderman Perkins, that given that the property is out of compliance with City Code, pursuant to the City's authority to prevent, remove, and abate nuisances under Miss. Code Ann. §21-19-1, Appendix A, Article III (F) of City Code and Sections 54-51 through 54-58 of City Code, that the City provide the Second Baptist Church with 60 days, through and including January 7, 2018, to bring the former construction area located at 314 Yeates Street, parcel Number 102B-00-323.00. into compliance with City Code, or face any and all potential remedies available to the City under state and / or local law. The motion was seconded by Alderman Walker.

Alderman Carver then thanked all the church members in attendance and what the church has meant to the community over the years. He did state he supported a cleaning of the area as long as any evidence needed for their ongoing court case was not disturbed. Discussion as to the removal of construction materials and trailer followed.

The Board then voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed. This item will be placed on the January 16, 2018 agenda of the Mayor and Board of Aldermen for a compliance update.

38. CONSIDERATION OF AUTHORIZATION FOR THE CITY ENGINEER TO ADVERTISE FOR ALL CONSTRUCTION PROJECTS, CONSTRUCTION RELATED MATERIALS, CONSTRUCTION RELATED QUOTES, AND CONSULTANT RFPS, AS NEEDED FOR THE FOUR-YEAR CAPITAL IMPROVEMENT PROJECTS WITHIN THE BUDGETS PREVIOUSLY ALLOCATED AND APPROVED BY THE STARKVILLE BOARD OF ALDERMEN AND IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES; AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND

EXECUTE ALL CONSTRUCTION AND CONSULTANT CONTRACTS WITH FIRMS OR COMPANIES LISTED BELOW AND ACCEPT CONSTRUCTION MATERIALS QUOTES, AS NEEDED, FOR THE FOUR-YEAR IMPROVEMENT PROJECTS WHICH ARE LESS THAN \$50,000 IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES AND AS REVIEWED AND APPROVED BY THE CITY ATTORNEY.

A motion was offered by Alderman Perkins to approve the City Engineer to advertise all construction projects, materials, quotes, and consultant RFPs as needed for the City’s four-year capital improvement projects (“the Projects”) within the budgets previously allocated and approved by the Starkville Board of Aldermen and in strict compliance with Miss. Code Ann. § 31-7-13; that the Mayor be authorized as purchasing agent for the City on the Projects pursuant to § 31-7-13(b) and that she be able to negotiate and execute all construction and consultant contracts, as reviewed and approved by the City Attorney, and accept the lowest and best bids or construction material quotes for the Projects that are less than \$50,000; and that all items over \$50,000 be brought before the Board of Aldermen for its sole consideration, as well as any recommendations by the Mayor for items under \$50,000 to accept the “best quote” which is not the lowest quote and that the contracts shall be presented to the Board of Aldermen for memorialization in the official minutes. The City Attorney opined that this process would be proper because, if the motion is approved, the Board would be specifically authorizing the Mayor to perform these functions consistent with the terms of the motion. The motion was duly seconded by Alderman Sistrunk, and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Nay
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

39. CONSIDERATION TO PURCHASE EQUIPMENT AND SERVICES FOR SEDC’S METER DATA MANAGEMENT SYSTEM (MDM) AS PART OF AN ONGOING INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS.

Upon the motion of Alderman Little to remove this item from the agenda pending separate quotes be obtained, duly seconded by Alderman Walker, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

40. CONSIDERATION TO PURCHASE THE FINAL EQUIPMENT NEEDED TO COMPLETE CONVERSION TO SEDC’S MULTI-SERVICE PLATFORM.

Upon the motion of Alderman Little to remove this item from the agenda pending separate quotes be obtained, duly seconded by Alderman Walker, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
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Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

41. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, seconded by Alderman Perkins, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

42. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF THE SPECIFIC JOB PERFORMANCE OF AN EMPLOYEE IN THE CODE ENFORCEMENT DEPARTMENT.

Alderman Miller offered a motion to enter Executive Session for the purpose of discussion of the specific job performance of an employee in the Code Enforcement Department on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion of the specific job performance of an employee in the Code Enforcement Department on a finding that the proposed topic qualified for Executive Session.

At this time the Board entered Executive Session.

43. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, to return to Open Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

44. MOTION TO RECESS UNTIL NOVEMBER 21, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until November 21, 2017 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)