

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
October 16, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on October 16, 2018 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 / CFO 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 Walker asked to add the following items to consent:

XI. B. 2. D.: PP 18-15 and FP 18-11 Azalea Lane

XI. H. 1 : GPS Fleet Tracking

XI. L. 2. : Pleasant Acres

Alderman Miller asked to remove the following from consent:

X. B. ; Revision of Travel Policy

XI. D. 1. : Lynn Lane Widening Project

Alderman Miller asked to move item IX. C. Pumpkinpalooza to V. C.

Mayor Spruill asked to add item XI. F. 2. Fire Promotions to the agenda and to consent

There being no objections to the changes, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the October 16, 2018 Agenda as amended. 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
RECESS MEETING OF TUESDAY, OCTOBER 16, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

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 18, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 28, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introductions:

Utilities Department: Vincent McKenzie -System Engineer and Brandy Gann - Accountant

Police Department: Police Officers Nicholas Bean, Raheem Clemons and Dalton Daniel

Community Development: Markez Quinn - Community Development Administrator

B. BOARD OF ALDERMEN COMMENTS:

C. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2019 PUMPKINPALOOZAWITH IN-KIND SERVICES.

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING AND CONSIDERATION OF AMENDING SECTION 30-32 OF THE CITY'S TRANSIENT VENDOR ORDINANCE NO. 2012-04.

B. PUBLIC HEARING AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF RZ 18-05 A REQUEST TO REZONE 2 LOTS LOCATED AT 300 LOUISVILLE AND 314 SCALES STREET FROM R-2 TO R-5 WITH THE PARCEL NUMBERS 102B-00-051.00 AND 102B-00-052.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE APPROVAL OF THE OCEDA 2% BUDGET IN ACCORDANCE WITH THE 2018 LEGISLATIVE AUTHORIZATION SB 3012.

B. CONSIDERATION OF THE APPROVAL OF THE ENGAGEMENT LETTER FROM WATKINS, WARD & STAFFORD FOR THE FISCAL YEAR 2018 AUDIT FOR THE CITY OF STARKVILLE.

X. BOARD BUSINESS

A. CONSIDERATION OF FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES FOR SOUTHWIRE COMPANY, LLC.

- B. CONSIDERATION OF A REVISION TO THE TRAVEL POLICY OF THE PERSONNEL HANDBOOK PER CHANGES TO RECENT STATE LAW REQUIRING MEAL RECEIPTS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF TRAVEL AND TRAINING FOR EMMANUEL MOORE TO ATTEND AN EDUCATIONAL CONFERENCE OF THE BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI DECEMBER 5- 7, 2018 IN OXFORD AT A COST NOT TO EXCEED \$800.00.
- b. A SPECIAL EVENT REQUEST FOR THE 2019 FROSTBITE HALF MARATHON AND 2019 SOUPER BOWL WITH IN-KIND SERVICES.
- c. CONSIDERATION OF AN APPEAL OF THE DECISION BY THE DEVELOPMENT REVIEW COMMITTEE TO DENY SITE PLAN APPROVAL FOR WEST CREEK VILLAGE SUBDIVISION OUTSIDE OF THE CITY LIMITS TO CONNECT TO CITY SERVICES.
- d. CONSIDERATION OF PP 18-15 AND FP 18-11 A REQUEST FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR SUBDIVIDING A 0.76 ACRE LOT INTO 2 LOTS ON AZALEA LANE IN A R-5 ZONE WITH THE PARCEL NUMBER 102N-00-020.00

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF APPROVAL OF THE LYNN LANE WIDENING AND OVERLAY PROJECT, ACCEPTING THE LOWEST AND BEST BID OF \$658,858.78 FROM GREGORY CONSTRUCTION AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKETS AS OF SEPTEMBER 30, 2018 FOR FISCAL YEAR ENDING 9/30/18, AND THE CITY OF STARKVILLE CLAIMS DOCKETS FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES AS OF OCTOBER 10, 2018 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND

CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF SEPTEMBER 2018 FINANCIAL STATEMENT.

3. CONSIDERATION OF APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES FOR CITY HALL.

4. CONSIDERATION OF FINAL FISCAL YEAR 2018 BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE 4 SETS OF LION V-FORCE PBI MAX FIREFIGHTING COAT AND PANTS FROM NAFECO IN THE AMOUNT OF \$9,954.64 OFF STATE CONTRACT LIST.

2. FIRE DEPARTMENT PROMOTIONS

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE WILLIAM ALFORD AS A TEMPORARY FULL-TIME HELP DESK ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF DATA SERVICE AND ASSOCIATED EQUIPMENT PURCHASE WITH VERIZON CONNECT / NETWORKFLEET FOR GPS FLEET TRACKING OF CITY VEHICLES.

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE ACADEMY FOR USE OF AN ATHLETIC FIELD FOR THEIR VARSITY BOYS' SOCCER PROGRAM.

2. CONSIDERATION OF APPROVAL TO PURCHASE INSTALLATION AND SURFACING OF MONCRIEF PARK PLAYGROUND IN THE AMOUNT OF \$16,716.86 FROM PLANET RECESS, THE LOWER OF TWO QUOTES.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT LOWEST AND BEST QUOTE FOR ONE (1) PUMP REPAIR FOR PUMP # 4 AT THE INFLUENT PUMPING STATION FOR THE

WASTEWATER TREATMENT PLANT, FOR THE AMOUNT OF \$8,535.00 FROM BURFORD ELECTRIC SERVICE, INC.

2. REQUEST AUTHORIZATION TO ACCEPT LOWEST AND BEST BID FOR LABOR FOR THE CONSTRUCTION OF PLEASANT ACRES SUBDIVISION WATER/SEWER REPLACEMENT FROM 4-D CONSTRUCTION WITH MATERIALS TO BE PURCHASED UNDER THE APPROVED SOURCE OF SUPPLY CONTRACT.

3. REQUEST AUTHORIZATION TO ACCEPT LOWEST AND BEST BID FOR ROUNDHOUSE ROAD GRAVITY SEWER EXPANSION FOR THE AMOUNT OF \$546,977.55 FROM PERMA CORPORATION.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

A. PERSONNEL

XV. **OPEN SESSION**

XVI. **ADJOURN UNTIL NOVEMBER 6, 2018 @ 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 – 19:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 18, 2018 RECESS 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 October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 18, 2018 recess 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 SEPTEMBER 28, 2018 WORK SESSION 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 October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the September 28, 2018 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF THE OCEDA 2% BUDGET IN ACCORDANCE WITH THE 2018 LEGISLATIVE AUTHORIZATION SB 3012.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the OCEDA 2% budget in accordance with the 2018 Legislative Authorization SB 3012” is enumerated, this consent item is thereby approved.

REVENUES - 2% FOOD & BEVERAGE TAX	PROPOSED FY 2018-2019 BUDGET
<u>Food / Beverage Tax</u>	<u>\$ 300,000.00</u>
Total Revenues - 2% Food & Beverage Tax	\$ 300,000.00
EXPENSES - 2% FOOD & BEVERAGE TAX	PROPOSED FY 2018-2019 BUDGET
Dues / Memberships	\$ -0-
Industry Relations	-0-
GTRDA / LINK	100,000.00
Retail / Recruitment	20,000.00
Marketing / Events	20,000.00
Minority Grants	20,000.00
Cornerstone Park	140,000.00
<u>Travel / Conferences</u>	<u>-0-</u>
Total Expenses - 2% Food & Beverage	\$ 300,000.00

5. CONSIDERATION OF THE APPROVAL OF THE ENGAGEMENT LETTER FROM WATKINS, WARD & STAFFORD FOR THE FISCAL YEAR 2018 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 October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the engagement letter from Watkins, Ward and Stafford, CPAs, PLLC for the fiscal year 2018 audit for the City of Starkville” is enumerated, this consent item is thereby approved.



WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

One Professional Plaza
P.O. Box 1345
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Starkville, MS 39759
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James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Stagers, CPA
Michael W. McCully, CPA
Mort Stroud, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA

Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
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

July 13, 2018

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, 2018. 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, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Starkville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Starkville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

Audit Objectives

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

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

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

Audit Procedures—Compliance

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

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

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

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

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

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

November 7-8, 2018 Preliminary planning field work (4 auditors) – a more detailed information request will be provided to the City Clerk at the conclusion

December 10-14, 2018 Audit field work (4 auditors)

January 2019 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 7th 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 29, 2019.

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 2017 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,

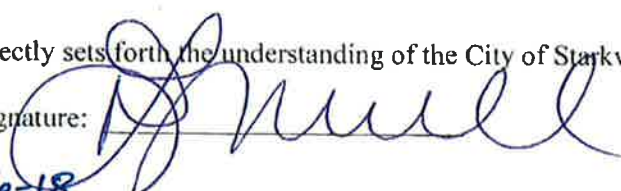
Watkins, Ward and Stafford, PLLC
Certified Public Accountants



Jerry R. (Randy) Scrivner, CPA
Partner

RESPONSE:

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

Governance signature: 

Title: Mayor

Date: 10-16-18

Management signature: 

Title: City Clerk

Date: 10-16-18



CERTIFIED PUBLIC ACCOUNTANTS
CHATTANOOGA | MEMPHIS

Report on the Firm's System of Quality Control

October 20, 2017

To The Partners of Watkins, Ward and Stafford, PLLC and the National Peer Review Committee of the Mississippi Society of CPAs.

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, 2017. 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 (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

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. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

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.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

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, 2017, 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* 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

AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA

6. CONSIDERATION OF TRAVEL AND TRAINING FOR EMMANUEL MOORE TO ATTEND AN EDUCATIONAL CONFERENCE OF THE BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI DECEMBER 5- 7, 2018 IN OXFORD AT A COST NOT TO EXCEED \$800.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Emmanuel Moore to attend an educational conference of the Building Officials Association of Mississippi December 5 – 7, 2018 in Oxford, MS at a cost not to exceed \$800.00” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF PP 18-15 AND FP 18-11 A REQUEST FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR SUBDIVIDING A 0.76 ACRE LOT INTO 2 LOTS ON AZALEA LANE IN A R-5 ZONE WITH THE PARCEL NUMBER 102N-00-020.00

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval of PP 18-15 and FP 18-11 Preliminary and Final Plat for “Azalea Subdivision NO. 1” subdivision with three conditions” is enumerated, this consent item is thereby approved.

Conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copies of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

8. CONSIDERATION OF ACCEPTANCE OF SEPTEMBER 2018 FINANCIAL STATEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “acceptance of the September 2018 Financial Statement” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES FOR CITY HALL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for proposals for janitorial services for City Hall” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF FINAL FISCAL YEAR 2018 BUDGET ADJUSTMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval of final budget adjustments for fiscal year 9-30-18” is enumerated, this consent item is thereby approved.

Account Number	Description	Debit	Credit
001-169-600-309	General Legal Expenses	\$ 7,125.00	
001-261-630-360	Fire Dept Repairs and Maintenance	30,000.00	
001-261-558-269	Fire Dept Building Maintenance	2,000.00	
001-302-625-380	Street Lights	61,250.00	
001-000-350-619	Payroll Reimbursements from Utilities		\$ 24,300.00
001-180-691-505	Time Clock System – FY 2108		30,000.00

001-192-600-338	City Hall Contract Services & Repairs		10,000.00
001-000-210-008	Interest & Penalty Income		10,000.00
001-000-222-020	Building Permits		11,075.00
001-000-223-022	Electrical Permits		15,000.00
	Totals	\$ 100,375.00	\$ 100,375.00

11. CONSIDERATION OF PERMISSION TO PURCHASE 4 SETS OF LION V-FORCE PBI MAX FIREFIGHTING COAT AND PANTS FROM NAFECO IN THE AMOUNT OF \$9,954.64 OFF STATE CONTRACT LIST.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval to purchase 4 sets of Lion V-Force PBI Max firefighting coat and pants from NAFECO in the amount of \$9,954.64 off State Contract” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF FIRE DEPARTMENT PROMOTIONS

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval effective 11/9/18 of the promotion of James Sharp to the rank of Battalion Chief in the Starkville Fire Department; approval of the promotion of Jerome Clark to the rank of Captain in the Starkville Fire Department; approval of the promotions of Phillip Cumming and Matt Wilson to the rank of Lieutenant in the Starkville Fire Department; approval of the promotions of Edwin Suggs and Josh Cox to the rank of Sergeant in the Starkville Fire Department; and authorization to retain candidates from the promotion process held on October 11-12, 2018 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Fire Department within a period of one year” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE WILLIAM ALFORD AS A TEMPORARY FULL-TIME HELP DESK ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire William Alford as a temporary full-time help desk administrator in the information technology department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF APPROVAL OF DATA SERVICE AND ASSOCIATED EQUIPMENT PURCHASE WITH VERIZON CONNECT / NETWORKFLEET FOR GPS FLEET TRACKING OF CITY VEHICLES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval of data service and associated equipment purchase with Verizon Connect / Networkfleet for GPS fleet tracking of City Vehicles” is enumerated, this consent item is thereby approved.



U.S. General Services Administration

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <http://www.gsaadvantage.gov>

**General Services Administration
Federal Supply Service
Total Solutions for Law Enforcement, Security, Facilities
Management, Fire, Rescue, Clothing, Marine Craft and
Emergency/Disaster Response Schedule 84**

**CONTRACT NUMBER:
GS-07F-5559R**

**PERIOD COVERED BY CONTRACT:
JANUARY 1, 2010 THROUGH DECEMBER 31, 2019**

**Networkfleet, Inc.
6363 Greenwich Drive
Suite 200
San Diego, CA 92122
(P): 858.450.3245 (F):
858.450.3246
www.networkfleet.com**

**General Services Administration
Supplement #PO30, dated November 19, 2014**

DUNS: 85-842-6260

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price (s).

SIN 426-4Q: VEHICLE MONITOR (TRACKING) SYSTEMS

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

Please see pricing table for pricing information.

- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate not applicable for this item.

Not Applicable

2. MAXIMUM ORDER:

\$200,000.00

3. MINIMUM ORDER:

\$100.00

4. GEOGRAPHIC COVERAGE (DELIVERY AREA):

FOB Origin to the 50 United States, District of Columbia and Puerto Rico.

5. Point(s) of production (city, county, and State or foreign country).

Networkfleet, Inc.

6363 Greenwich Drive, Suite 200

San Diego, CA 92122

(P): 858.450.3245

(F): 858.450.3246

6. Discount from list prices or statement of net price.

GSA Net pricing shown in pricing tables provided.

7. QUANTITY DISCOUNTS.

GSA Net pricing shown in pricing tables provided.

8. PROMPT PAYMENT TERMS:

0%, Net 30 Days

- 9a. Government purchase cards **are accepted** at or below the micro-purchase threshold. 9b.

Government purchase cards **are accepted** above the micro-purchase threshold.

10. FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN):

Please see Country of Origin information in attached pricing table.

- 11a. TIME OF DELIVERY:

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

Thirty Days ARO

Title Transfer occurs at the time of shipment

11b. EXPEDITED DELIVERY:

Please contact Networkfleet for expedited delivery information.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Please contact Networkfleet for expedited delivery information.

11d. URGENT REQUIREMENTS:

Please contact Networkfleet for expedited delivery information.

12. F.O.B. POINT(S):

Origin

Title Transfer occurs at the time of shipment

13a. ORDERING ADDRESS:

**Networkfleet, Inc.
6363 Greenwich Drive, Suite
200 San Diego, CA 92122
(P): 858.450.3245
(F): 858.450.3246**

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage fss.gsa.gov/schedules.

14. PAYMENT ADDRESS.

**Networkfleet, Inc. P.O.
Box 975544 Dallas, TX
75397-5544 (P):
858.450.3245
(F): 858.450.3246**

15. WARRANTY PROVISION.

The following is Networkfleet's commercial limited warranty which applies to goods and services purchased off Networkfleet's GSA Schedule Contract. All references to Customer apply to the entity purchasing goods and services from Networkfleet under this GSA Schedule Contract.

(a) Networkfleet warrants to Customer that, for a period following the initial activation of a Device which has been purchased new from Networkfleet by Customer on or after April 1 2013, which is the greater of either: (i) three (3) years; or (ii) such period of time as the Customer has continuously paid (without any late or missed payments) for Networkfleet Services for the Device; the Device (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications.

(b) For an Asset Tracker Device, Networkfleet warrants to Customer that for a period of three (3) years from initial activation, and excluding the battery, that an Asset Tracker device which has been purchased new from Networkfleet by Customer, will be free from

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

defects in material and workmanship that prevent it from functioning in accordance with its specifications.

(c) Networkfleet warrants to Customer that for a period of one (1) year from the date of shipment, all accessories that are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications.

(d) Networkfleet warrants to Customer that for a period of one (1) year (unless Customer has purchased an extended installation warranty) from completion of any installation services that are provided by Networkfleet, such installation services will be free from defects in workmanship. Networkfleet warrants to Customer that, for a period following the completion of any extended warranty installation services that are provided by Networkfleet, which is the greater of either: (i) one (1) year; or (ii) such period of time as the Customer has continuously paid (without any late or missed payments) for the extended warranty installation service, such extended warranty installation services will be free from defects in workmanship.

(e) Networkfleet warrants to Customer that, for a period of three (3) years following the initial activation of a Device which has been purchased new from Networkfleet by Customer between May 1, 2010 and March 31, 2013, the Device will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications.

(f) Warranty claims must be made by notifying Networkfleet in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's then-current applicable warranty policy. For devices purchased on 4/1/13 or later, the policy is located at http://info.networkfleet.com/rs/networkfleet/images/Limited_Lifetime_Warranty.pdf. For devices purchased between 5/1/10 and 3/31/13, the policy is located at http://info.networkfleet.com/rs/networkfleet/images/3_Year_Warranty.pdf available at the Networkfleet Website Subject to Section 8, and the provisions of Networkfleet's then-current applicable warranty policy, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device.

(g) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.

EXCLUSIONS. The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Networkfleet installation guides (if installation is not performed by Networkfleet); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Networkfleet Website or to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH ABOVE, NETWORKFLEET AND THE SERVICE PARTNERS MAKE NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NETWORKFLEET AND THE SERVICE PARTNERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT,

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NETWORKFLEET AND THE SERVICE PARTNERS DO NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

16. EXPORT PACKING CHARGES, IF APPLICABLE.

Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL).

The Government purchase card is accepted above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

If Networkfleet accepts an order for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Networkfleet's Installation Policy, located at http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Networkfleet will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device. The detailed processes and procedures can be found in Networkfleet's Installation Policy.

- 20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

Not applicable

- 20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

During the time that Customer is entitled to receive Networkfleet Services hereunder, Networkfleet grants to Customer a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services.

Customers shall limit their use of the Networkfleet service and Networkfleet website to their intended purposes and comply and cause their personnel to comply with all then-current, applicable policies that Networkfleet may establish and make available to from time to time, including the Acceptable Use Policy and all applicable laws and regulations.

Customers acknowledge and agree that the devices, the Networkfleet service and the Networkfleet website include proprietary rights of Networkfleet and its licensors (including, with respect to the Networkfleet website, materials that may be proprietary to Tele Atlas or

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

its suppliers), and that Networkfleet and its licensors retain title to and ownership of those proprietary rights and any and all improvements, modifications, fixes or enhancements made by or for us to the devices, the Networkfleet service or the Networkfleet website, regardless of whether such items or services are created or suggested by the Customer. The Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any device or the Networkfleet website or otherwise provided to the Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the devices, such software or any services to any third party for such a purpose.

Customers will have no direct contractual relationship with the underlying wireless service carrier for the Networkfleet service and are not a third party beneficiary of any agreement between Networkfleet and the underlying carrier. Customers understand and agree that the underlying carrier shall have no legal, equitable or other liability of any kind to the Customer.

The Networkfleet website incorporates aerial, satellite imagery from third party suppliers that provide content through the Networkfleet website. The Customer agrees to comply with, and cause your personnel to comply with, the terms of use contained in Digital Globe's End User License Agreement displayed at <http://www.globexplorer.com/legal-notice.shtml> in addition to any other supplier terms of use available through the Networkfleet website. Networkfleet may alter or modify all or part of the devices, the Networkfleet service or the Networkfleet website from time to time. Such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet service and Networkfleet website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet website and Networkfleet service unavailability.

The Customer represents and warrant that they have all rights and authority with respect to the data we acquire and transmit through the Customer's use of the devices, the Networkfleet service and the Networkfleet website defined as business data necessary to grant the rights and approvals set forth in this Agreement and that the Customer approves and grants to us the nonexclusive, nonterminable license and right to collect, access and use business data from the Customer and the Customer's vehicles and devices, and to access, copy and use the business data in the course of performing the services and to analyze, measure and optimize the performance of our devices and services and new offerings for you and others and for other purposes of Networkfleet, including the development of data products for sale, licensing and distribution to third parties.

Neither Networkfleet or the Customer will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is informed that those damages may occur. Networkfleet's cumulative liability under contract, tort, strict liability or other legal theory shall not exceed the greater of the amount paid or payable to Networkfleet under this Agreement during the six (6) months prior to the date the liability accrues for a claim, except in the instance of the Customer's failure to pay amounts due under this Agreement.

Without limiting the foregoing, Networkfleet is not responsible for liabilities of any kind resulting from the functionality of the devices or services based on the services provided by the underlying carriers and other service providers, delays in delivery, installation or other services, or other conditions beyond Networkfleet's reasonable control. The Customer understands and agrees that Networkfleet and the underlying carrier cannot guarantee the security of wireless transmissions, and shall not be liable for any damages of any kinds resulting from an alleged or actual lack of security of the Networkfleet service.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided that Networkfleet shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability. Customer understands and agrees that the Networkfleet Website contains functionality permitting changes to Customer's account, including changes which may affect the monthly charges for the Service or other fees payable to Networkfleet. Customer shall be responsible for all charges resulting from actions initiated through its access to the Networkfleet Website. If the Customer subscribes to any open market Data Services (i.e Web Services, DataConnect, etc.) additional terms and conditions apply. Those terms and conditions are available upon request by the Customer.

Title Transfer occurs at the time of shipment.

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).
Not Applicable
22. LIST OF PARTICIPATING DEALERS (FOR STATE AND LOCAL ORDERS ONLY; FEDERAL ORDERS ARE PROCESSED ONLY BY NETWORKFLEET).
Not Applicable
23. PREVENTIVE MAINTENANCE (IF APPLICABLE).
Not Applicable
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
Not Applicable
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
Not Applicable
25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.
85-842-6260
26. Notification regarding registration in Central Contractor Registration (CCR) database.
CAGE CODE # 3F8C9, updated CCR registration

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

GSA PRICE LIST

SIN	Manufacturer	Part Number	Product Description	Commercial Price (MSRP)	GSA Price	Warranty	COO
HARDWARE							
426-4Q	Networkfleet	5200N	Networkfleet GPS Only Unit	\$ 195.00	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	5500N	Networkfleet GSP and Diagnostics Unit	\$ 295.00	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	1000N2VD/1000N2ED	Networkfleet Asset Tracker (AssetGuard)	\$ 245.00	\$ 160.00	see T&Cs	US
SERVICES							
426-4Q	Networkfleet	3500M12S	Wireless Service for 3500 - monthly fee for 12 month contract	\$ 29.95	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	4200M12S	Wireless Service for 4200 - monthly fee for 12 month contract	\$ 25.95	\$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5200M12S	Networkfleet GPS only monthly monitoring fee (5200)	\$ 25.95	\$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5500M12S	Networkfleet GPS and Diagnostics monthly monitoring fee (5500)	\$ 29.95	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	AGBX	Networkfleet monthly monitoring fee (AssetGuard)	\$ 14.95	\$ 13.95	see T&Cs	US
ACCESSORIES							
426-4Q	Networkfleet	PARTS043	6 pin Harness	\$ 35.00	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS044	9 Pin Harness w/ square flange	\$ 35.00	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS045	9 Pin Harness w/ D mount	\$ 35.00	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS046	Universal Harness (3 wire)	\$ 10.00	\$ 9.57	see T&Cs	US
426-4Q	Networkfleet	PARTS047	OBD Harness	\$ 35.00	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS059	Quick Install Harness	\$ 10.00	\$ 9.57	see T&Cs	US
INSTALLATION							
426-4Q	Networkfleet	FINSTALL001	Unit Installation (centralized - price per vehicle)	\$ 65.00	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	FSWAP001	Unit Swap/Transfer (centralized - price per vehicle)	\$ 65.00	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	FTROUBLE001	Unit Troubleshoot (centralized - price per vehicle)	\$ 65.00	\$ 65.00	see T&Cs	US

15. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE ACADEMY FOR USE OF AN ATHLETIC FIELD FOR THEIR VARSITY BOYS' SOCCER PROGRAM.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with Starkville Academy for use of an athletic field for their varsity boys’ soccer program” is enumerated, this consent item is thereby approved.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE ACADEMY**, hereinafter referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect for the duration of the 2018-2019 Starkville Academy Boys' Soccer Season. The City will permit the User to use one multiuse field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of practices and games for the Starkville Academy Boys' and Girls' Soccer teams. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a) Two-thousand, one-hundred fifty and no/100 Dollars (\$2,150.00).
- (b) The User shall also pay the City a deposit of five-hundred and no/100 Dollars (\$500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

1.04 The User agrees that it will be solely responsible for the following items:

- (a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility
- (b) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (c) Paying for all damages related to and arising out of use of the Facility by the User

(d) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary

(b) Cleaning and stocking of restrooms

(c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the User

(d) General grounds maintenance of Facility and City-installed equipment

(e) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

The City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- (a) Dates and times of scheduled games and practices
- (b) Identification of field(s) to be used
- (c) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and

attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

STARKVILLE ACADEMY

By: [Signature]

Printed Name: Chase Nicholson

Title: Athletic Director

Date: 10-28-18

CITY OF STARKVILLE

By: [Signature]
Mayor D. Lynn Spruill
Date: 10-16-18

16. CONSIDERATION TO PURCHASE INSTALLATION AND SURFACING OF MONCRIEF PARK PLAYGROUND IN THE AMOUNT OF \$16,716.86 FROM PLANET RECESS, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval to purchase installation and surfacing of Moncrief Park playground in the amount of \$16,716.86 from Planet Recess, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: Planet Recess \$ 16,716.86
 All Recreation \$ 18,895.00

17. REQUEST AUTHORIZATION TO ACCEPT LOWEST AND BEST QUOTE FOR ONE (1) PUMP REPAIR FOR PUMP # 4 AT THE INFLUENT PUMPING STATION FOR THE WASTEWATER TREATMENT PLANT, FOR THE AMOUNT OF \$8,535.00 FROM BURFORD ELECTRIC SERVICE, INC.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept lowest and best quote for one (1) pump repair for Pump # 4 at the Influent Pumping Station for the Wastewater Treatment Plant, for the amount of \$8,535.00 from Burford Electric Service, Inc.” is enumerated, this consent item is thereby approved.

Two quote received: Burford Electric Service Inc. - \$ 8,535.00
 Electric Motor Sales/Services - \$16,840.00

18. REQUEST AUTHORIZATION TO ACCEPT LOWEST AND BEST BID FOR LABOR FOR THE CONSTRUCTION OF PLEASANT ACRES SUBDIVISION WATER/SEWER REPLACEMENT FROM 4-D CONSTRUCTION WITH MATERIALS TO BE PURCHASED UNDER THE APPROVED SOURCE OF SUPPLY CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept lowest and best bid for labor for the construction of Pleasant Acres Subdivision Water/Sewer Replacement for the amount of \$980,188.00 from 4-D Construction with materials to be purchased under the approved Source of Supply contract” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO ACCEPT LOWEST AND BEST BID FOR ROUNDHOUSE ROAD GRAVITY SEWER EXPANSION FOR THE AMOUNT OF \$546,977.55 FROM PERMA CORPORATION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 16, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept lowest and best bid for Roundhouse Road Gravity Sewer Expansion for the amount of \$546,977.55 from Perma Corporation” is enumerated, this consent item is thereby approved.

Bids Received: \$ 546,977.55 Perma Corp.
 566,677.80 Terry Stidham Construction
 623,980.04 Site Masters Construction
 627,063.00 Hemphill Construction
 860,310.00 4-D Construction

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced the following new employees:

Utilities Department: Vincent McKenzie -System Engineer

Police Department: Police Officers Nicholas Bean, Raheem Clemons and Dalton Daniel

Community Development: Markez Quinn - Community Development Administrator

Mayor Spruill congratulated Alderman Miller on the birth of his daughter since the previous meeting.

The Mayor then noted that the City had five utility workers and four firemen assisting in Florida with Hurricane Michael relief.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver noted he was looking forward to the Pleasant Acres project and the improved services for the neighborhood.

20. CONSIDERATION TO APPROVE A SPECIAL EVENT REQUEST FOR THE 2019 PUMPKINPALOOZAWITH IN-KIND SERVICES.

Alderman Carver, duly seconded by Alderman Little, offered a motion of the approval of the Special Events request for the 2018 Pumpkinpalooza with in-kind services on October 26, 2018. 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

CITIZEN COMMENTS:

Alvin Turner noted that with the upcoming time change in November it will be more dangerous to be out. He also encouraged everyone to have a safe Halloween.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION OF AMENDING SECTION 30-32 OF THE CITY'S TRANSIENT VENDOR ORDINANCE NO. 2012-04.

Mayor Spruill opened the Public Hearing and called for public comments.

There being no comments from the public or the Board, the Mayor announced the public hearing closed.

Alderman Miller, duly seconded by Alderman Little, offered a motion to amend Section 30-32 of the City's Transient Vendor Ordinance No. 2012-04. 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.

ARTICLE II. - TRANSIENT VENDORS ^[2]

Footnotes:

--- (2) ---

Cross reference— Streets, sidewalks and other public places, ch. 98.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

DIVISION 1. - GENERALLY^[3]

Footnotes:

--- (3) ---

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended Div. 1 in its entirety to read as herein set out. Former Div. 1, §§ 30-26—30-32, 30-46—30-63, pertained to peddlers—generally and derived from §§ 19-1—19-7 of the 1977 Code.

Sec. 30-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Door to door sales means any activity that includes entering upon private property and solicitation through individual contact or activity where the seller initiates the contact with the buyer on the prospective buyer's private property.

Person means an individual, corporation, association, partnership or other entity.

Transient vendor means any person who transacts transient business in this state either in one locality or by traveling from place to place in this state. The term includes a vendor who for the purposes of carrying on such business hires, leases, uses or occupies any building, structure, motor vehicle, railroad car or real property.

Transient business means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six months in each year, even though the owner of such business may conduct the business at another location for more than six months in each year.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-27. - Exceptions to article.

- (1) The provisions of this chapter shall not apply to:
 - (a) Civic and nonprofit organizations or wholesale sales to retail merchants by commercial travelers;
 - (b) Wholesale trade shows or conventions;
 - (c) Sales of goods, wares, services or merchandise by sample, catalogue or brochure for future delivery;
 - (d) Fairs and convention center activities conducted primarily for amusement or entertainment;
 - (e) Any general sale, fair, circus, auction or bazaar sponsored by a church or religious organization;
 - (f) Garage sales held on premises devoted to residential use;
 - (g) Sales or repairs of crafts or sales or repairs of items made by hand by the person making the crafts or items;
 - (h) Duly licensed flea markets operating from a fixed location;
 - (i) Sales of agricultural, dairy, poultry, seafood or forest management products or services related to forest management or silvicultural activities, nursery products, foliage plants or ornamental trees, except such products or services sold at retail and not grown or produced within Mississippi;
 - (j) Sales of agricultural services.
- (2) A transient vendor not otherwise exempted from this chapter is not exempted from this chapter because of a temporary association with a local dealer, auctioneer, trader, contractor or merchant, or by conducting the transient business in connection with or in the name of any local dealer, auctioneer, trader, contractor or merchant.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-28. - Refusing to leave.

Any transient vendor who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the premises and not return thereto shall be deemed guilty of a misdemeanor.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-29. - Entrance to premises restricted.

It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville.

(Ord. No. 2012-04, 3-6-12)

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-30. - Misrepresentations concerning goods or services.

It shall be unlawful for any transient vendor to make false or fraudulent statements concerning the quality or nature of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-31. - Locations and hours of business.

It shall be unlawful for any transient vendor at any time to engage in the business of door to door sales in any residential neighborhoods. Transient vendors are allowed in areas of higher density residential zoning, R-3 through R-5; commercial zoning and in form based code transect areas, T-4, T-5 and T-6. Transient vendors shall not conduct business in any areas from the hours of 1:00 a.m. to 6:00 a.m. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 60 minutes.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-32. - Activity in roadways.

Transient vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24-hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the board of aldermen from the time of setup for the approved special event to the time of conclusion of the special event. Transient vendors shall not block or impede pedestrian or vehicular traffic on public roadways.

(Ord. No. 2012-04, 3-6-12)

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Secs. 30-33. - Signage authorized.

Transient vendors are authorized to utilize signage that is approved for the district in which they are authorized to conduct business. Any free-standing signage will be removed at the end of the business day and may not remain after the time of the authorized permit period has expired.

(Ord. No. 2012-04, 3-6-12) Secs. 30-34—30-45. - Reserved. DIVISION 2. - LICENSE

Sec. 30-46. - License required.

A transient vendor may not transact business in the City of Starkville unless the vendor, and the owner of the merchandise or provider of the services to be offered if the merchandise is not owned or the services are not provided by the vendor, has secured a license in accordance with this chapter and otherwise complied with this chapter.

(Ord. No. 2012-04, 3-6-12)

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-46 in its entirety to read as herein set out. Former § 30-46, pertained to privilege taxes, bond required, and derived from § 19-19 of the 1977 Code.

Cross reference— Local privilege taxes, § 102-26 et seq.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-47. - License fee; bond requirements.

- (1) Each applicant for a transient vendor license shall pay a license fee of \$100.00 with the application, which fee shall be deposited in the general fund of the city. The applicant shall also execute a cash bond or a surety bond issued by a corporate surety authorized to do business in the State of Mississippi in an amount that is the lesser of either \$2,000.00 or five percent of the wholesale value of any merchandise or service to be offered for sale by the applicant. The surety bond shall be issued in favor of the City of Starkville and shall be conditioned upon payment of: (a) all taxes due from the applicant to the state or to a political subdivision of the state; (b) any fines assessed against the applicant or the applicant's agents or employees for a violation of this chapter; and (c) any judgment rendered against the applicant or the applicant's agents or employees in a cause of action commenced by a purchaser of merchandise or services not later than one year after the date the merchandise or services were sold by the applicant.
- (2) The transient vendor shall maintain the bond during the period that the vendor conducts business in the City of Starkville and for a period of one year after the termination of the business. After the transient vendor furnishes satisfactory proof to the city clerk that the vendor has satisfied all claims of purchasers of merchandise from or services offered by the vendor and that all sales taxes and other applicable taxes have been paid, the bond shall be released.

(Ord. No. 2012-04, 3-6-12)

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-47 in its entirety to read as herein set out. Former § 30-47, pertained to limitation on issuance, and derived from § 19-20 of the 1977 Code.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-48. - Application for license.

- (1) Applicants for transient vendor licenses shall file with the city clerk a sworn application giving the following information:
 - (a) The name and permanent address of the transient vendor making the application and some form of identification;
 - (b) A statement describing the kind of business to be conducted, the length of time for which the applicant desires to transact the business, and the proposed location of the business;
 - (c) The name and permanent address of the applicant's registered agent or office; and
 - (d) Proof that the applicant has acquired all other required city, county and state permits and licenses. Such proof shall include a Mississippi sales tax number and, if the transient vendor desires to transact business in a municipality, such number shall include such municipality's sales tax diversion code.
 - (e) If the applicant is an association or a corporation, the applicant must also include the names and addresses of the members of the association or the officers of the corporation. If the applicant is a corporation, the application must state the date of incorporation and the state in which it was incorporated. If the applicant is a corporation organized under the laws of another state, the applicant must state the date on which the corporation qualified to transact business as a foreign corporation in this state.
 - (f) If a vehicle is to be used, a description of such vehicle, together with the license number, copy of the driver's license or other means of identification.
 - (g) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any city ordinance, the nature of the offense and the punishment or penalty assessed therefore.
 - (h) Transient vendors or vendors selling prepared food must have the required licenses from the applicable state or local entity for such activity.
- (2) The city clerk shall obtain the necessary forms from the state tax commission and shall use same.

(Code 1977, § 19-21; Ord. No. 2012-04, 3-6-12)

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-49. - Driver's license.

The applicant, at the time of filing his application for a permit required by this division, shall present his driver's license, if he has one, to the chief of police.

(Code 1977, § 19-22)

Sec. 30-50. - Giving false information on application.

It shall be unlawful for any person to give any false or misleading information in connection with his application for a permit required by this division.

(Code 1977, § 19-23)

Sec. 30-51. - Registered agent.

- (1) Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.
- (2) The city clerk shall maintain an alphabetical list of all transient vendors in the municipality and the names and addresses of their registered agents.
- (3) If a transient vendor who does business in a municipality fails to have or to maintain a registered agent or if the designated registered agent cannot be found at the stated permanent address, the city clerk is the agent of the transient vendor for service of process, notices or demands. Service on the city clerk is made by delivering to that office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the city clerk, one copy shall immediately be forwarded by registered or certified mail to the permanent address of the transient vendor.
- (4) This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.

(Ord. No. 2012-04, 3-6-12)

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-51 in its entirety to read as herein set out. Former § 30-51, pertained to service of process, and derived from § 19-24 of the 1977 Code.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-52. - Investigation of applicant.

Upon receipt of an application for a permit required by this division, the original shall be referred to the chief of police, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good.

(Code 1977, § 19-25)

Sec. 30-53. - Denial authorized; notice.

If, as a result of the investigation authorized by section 30-52, the applicant's character or business responsibility is found to be unsatisfactory, the chief of police shall endorse on such application his disapproval and his reasons for such disapproval, and return the application to the city clerk, who shall notify the applicant that his application is disapproved and that no permit will be issued.

(Code 1977, § 19-26)

Sec. 30-54. - Issuance.

If, as a result of the investigation authorized by section 30-52, the character and business responsibility of the applicant are found to be satisfactory, the chief of police shall endorse on the application his approval, execute a permit addressed to the applicant for the carrying on of the business applied for and return the permit, along with the application, to the city clerk, who shall, upon payment of the prescribed privilege license fee, deliver to the applicant his permit and issue a license.

(Code 1977, § 19-27)

Sec. 30-55. - Contents.

Every license issued under this division shall contain the signature and seal of the city clerk and shall show the name and address of the licensee, the class of permit and license issued and the kind of goods to be sold thereunder, the date of issuance and the length of time such license shall be operative.

(Code 1977, § 19-28; Ord. No. 2012-04, 3-6-12)

Sec. 30-56. - Record.

The city clerk shall keep a permanent record of all licenses issued under the provisions of this division.

(Code 1977, § 19-29; Ord. No. 2012-04, 3-6-12)

Sec. 30-57. - Disposition of receipts. The taxes and penalties collected under this division shall be paid into the city general fund in the same manner as other taxes collected by the city clerk.

(Code 1977, § 19-36; Ord. No. 2012-04, 3-6-12)

Sec. 30-58. - Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales.

While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers, at the time of payment, receipts for purchases that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers not less than one inch in height. The transient vendor shall keep a running total of sales.

(Ord. No. 2012-04, 3-6-12)

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-58 in its entirety to read as herein set out. Former § 30-58, pertained to display, and derived from § 19-31 of the 1977 Code.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-59. - Issuance of license; validity of license; renewal of license

- (1) The city clerk shall issue a transient vendor license under this chapter only if all requirements of this chapter have been met. The license is not transferable and is valid only within the territorial limits of the municipality. A license expires 90 days after the day of issuance.
- (2) A license may be renewed on payment of a \$25.00 renewal fee and filing for renewal with the city clerk's office before the expiration of the current license. A license may be renewed only one time after which a licensee must once again purchase a new license pursuant to the provisions of MCA 1972, § 75-85-13, and the City of Starkville Code of Ordinances.

(Ord. No. 2012-04, 3-6-12)

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-59 in its entirety to read as herein set out. Former § 30-59, pertained to duration, and derived from § 19-33 of the 1977 Code.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-60. - Revocation.

Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor.

(Code 1977, § 19-34; Ord. No. 2012-04, 3-6 Sec. 30-61. - Appeals.

Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within ten calendar days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.

(Code 1977, § 19-35; Ord. No. 2012-04, 3-6-12)

Sec. 30-62. - Not transferable. No peddler's permit shall be used at any time by any person other than the one to whom it was issued.

(Code 1977, § 19-30)

Sec. 30-63. - Altering prohibited.

It shall be unlawful for any person to alter or deface any license issued pursuant to this division.

(Code 1977, § 19-32; Ord. No. 2012-04, 3-6-12)

Sec. 30-64. - Penalties.

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this chapter or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this chapter shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$500.00 or be imprisoned for not more than six months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the city clerk may seize and sell any property of the person liable for the tax and penalty in the same manner as property of taxpayers delinquent for the payment of ad valorem taxes due on personal property may be distrained and sold.

(Ord. No. 2012-04, 3-6-12)

State Law reference— Penalties, MCA 1972, § 75-85-19.

Secs. 30-65—30-90. - Reserved

PUBLIC HEARING AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF RZ 18-05 A REQUEST TO REZONE 2 LOTS LOCATED AT 300 LOUISVILLE AND 314 SCALES STREET FROM R-2 TO R-5 WITH THE PARCEL NUMBERS 102B-00-051.00 AND 102B-00-052.00.

Mayor Spruill opened the Public Hearing and called for public comments.

The applicant appeared and asked that the request for appeal be withdrawn.

The Mayor announced the public hearing closed.

21. CONSIDERATION OF FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES FOR SOUTHWIRE COMPANY, LLC.

Alderman Little, duly seconded by Alderman Walker, offered a motion granting exemption from Ad Valorem Taxes for Southwire Company, LLC. 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**FINAL RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES**

The Mayor and Board of Aldermen (the "Board") next took up for consideration the matter of granting tax exemption for ad valorem taxes for Southwire Company, LLC, a Mississippi limited liability (referred to as "Applicant") and the following Resolution, being first reduced to writing, was introduced.

**RESOLUTION OF THE HONORABLE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, GRANTING
FINAL APPROVAL OF AD VALOREM TAX EXEMPTION TO
SOUTHWIRE, LLC.**

WHEREAS, heretofore, Applicant, authorized to do business and doing business in Oktibbeha County, Mississippi, filed with Board of Aldermen of the City of Starkville, Mississippi, an Application for ad valorem taxes, except School District ad valorem taxes for an initial period of ten (10) years as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended, which said Application was approved by the Board of Aldermen of Starkville, Mississippi, subject to the approval of the Department of Revenue of the State of Mississippi; and

WHEREAS, on the 1st day of October, 2018, the Department of Revenue of the State of Mississippi approved said Application; and

WHEREAS, a certified copy of the aforesaid Department of Revenue's approval has been received by the Board of Aldermen of Starkville, Mississippi and recorded in its minutes.

NOW, THEREFORE, in consideration of the premises, the Board of Aldermen of Starkville, Mississippi, does hereby finally approve said Application for ad valorem tax exemption, except School District ad valorem taxes for a period of ten (10) years from January 1, 2018. Total true value of real property approved \$135,771.00. Total true value of personal property approved \$2,931,035.00.

After a full and thorough discussion of the matter, Alderman David Little moved that the foregoing Resolution be adopted and said Motion was seconded by Alderman Jason Walker. The Mayor then put the question to a roll call vote, and the result was as follows:

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

WHEREUPON, the Resolution having received the affirmative vote of a majority of the Board 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, State of Mississippi, on the 16th day of October, 2018.


D. Lynn Spruill, Mayor
City of Starkville, Mississippi

ATTEST:


Lesa Hardin, City Clerk / CFO
City of Starkville, Mississippi



CERTIFICATE OF COUNTY TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

I, Allen Morgan, Tax Assessor of Oktibbeha County, Mississippi, do hereby certify that the above and foregoing property was entered on the "School Tax Only" or other appropriate tax roll on the 18 day of October, 2018, at _____ a.m. or p.m., for a period of ten (10) years from and after January 1, 2018.

THIS, the 18 day of October, 2018.

Allen Morgan, Tax Assessor

(SEAL)





— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

October 1, 2018

Ms. Lesa Hardin, City Clerk
Oktoberbeha County - Starkville
101 E. Lampkin Street
Starkville, Ms. 39759

Applicant: **Southwire Company, LLC.**
Applicable Code Section: **MCA §27-31-101**
Date of Completion: **December 31, 2017**
Date Filed: **June 1, 2018**

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☒	Real Property	\$135,771.00	\$135,771.00
☒	Personal Property	\$2,931,035.00	\$2,931,035.00
☐	Raw Materials		
☐	Work-in-Progress		
TOTAL		\$3,066,806.00	\$3,066,806.00
☐	Ineligible Property ^(* see below)		

CERTIFIED FOR A TERM NOT TO EXCEED: 10 years beginning January 1, 2018

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Tax Analyst
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to ind exemptions@dor.ms.gov.

22. CONSIDERATION OF A REVISION TO THE TRAVEL POLICY OF THE PERSONNEL HANDBOOK PER CHANGES TO RECENT STATE LAW REQUIRING MEAL RECEIPTS.

Alderman Miller, duly seconded by Alderman Sistrunk, offered a motion to revise the City Personnel Handbook to reflect changes in the travel policy, specifically pertaining to recent state law requiring meal receipts.

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.

- 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. 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. 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 amount, any such required travel may be approved by the Mayor or, in his/her 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 advance 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, or if the hotel includes complimentary breakfast, 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 travel in personal vehicles. Any meals provided by other sources will be reflected in the per diem reimbursement.

Travel Advances will include registration, hotel accommodations, and travel. Travel should be in a City vehicle when available. Meals will be reimbursed upon submission of receipts, not to exceed the daily limits as set by the MS Dept of Finance and Administration.

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, meals, etc.) not to exceed \$2,000; 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.

23. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2019 FROSTBITE HALF MARATHON AND 2019 SOUPER BOWL WITH IN-KIND SERVICES.

Alderman Little, duly seconded by Alderman Miller, offered a motion approving the Special Events request for the 2019 Frostbite Half Marathon and 2019 Souper Bowl with in-kind services on February 2, 2019. 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

24. CONSIDERATION OF AN APPEAL OF THE DECISION BY THE DEVELOPMENT REVIEW COMMITTEE TO DENY SITE PLAN APPROVAL FOR WEST CREEK VILLAGE SUBDIVISION OUTSIDE OF THE CITY LIMITS TO CONNECT TO CITY SERVICES.

The applicant, Roger Price, appeared before the Mayor and Board to appeal the decision to deny his request by the Development Review committee based on the following reasons:

1. The road width does not meet City Standards- Appendix B, Article VI, Sec. 1, 6, B
2. The road design does not meet City Standards- Appendix B, Article VII, Sec. 1, 1, B, 1
3. There is no Stormwater Management plan- Chapter 54, Article VI, Sec. 54-163

Alderman Miller, duly seconded by Alderman Little, offered a motion to deny the appeal of Mr. Roger Price. 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.

25. CONSIDERATION OF APPROVAL OF THE LYNN LANE WIDENING AND OVERLAY PROJECT, ACCEPTING THE LOWEST AND BEST BID OF \$658,858.78 FROM GREGORY CONSTRUCTION AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

Alderman Walker, duly seconded by Alderman Little, offered a motion for approval of the Lynn Lane widening and Overlay Project, accepting the low bid from Gregory Construction Services and authorization for the Mayor to execute a contract. 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.

Bids received:

Gregory Construction Services	\$681,300.64
Prairie Construction	\$792,367.10
Simmons Erosion Construction	\$890,175.84
Site Masters Construction	\$809,223.16

26. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 30, 2018 FOR FISCAL YEAR ENDING 9/30/18, AND THE CITY OF STARKVILLE CLAIMS DOCKETS FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES AS OF OCTOBER 10, 2018 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of September 30, 2018 for fiscal year ending 9/30/18, and the City of Starkville claims dockets for all departments including Starkville Utilities as of October 10, 2018 for fiscal year ending 9/30/19, 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 MS Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.

The Board voted as follows:

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

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

September 30, 2018:

General Fund	001	\$ 108,969.44
Airport Fund	015	1,570.74
Sanitation	022	60,011.70
Landfill	023	57.00
Public Improv Bonds 2018	319	20,243.36
Total Claims	Total	\$ 190,852.24

September 30, 2019:

General Fund	001	\$ 548,555.26
Airport Fund	015	23,682.68
Sanitation	022	25,257.94
Landfill	023	42.13
Industrial Park Bond	303	35,745.03
Park and Rec, Tourism	375	73,101.00
Sub Total Before Utilities		\$ 706,384.04
Utilities Dept.	SED	1,615,014.69
Total Claims	Total	\$ 2,318,356.07

27. 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 Miller, 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.

28. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of hearing a personnel grievance of an employee of the Starkville Utilities Department. Following a second by Alderman Walker, 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 a majority 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 a hearing a personnel grievance of an employee of the Starkville Utilities Department.

At this time, the Board entered Executive Session.

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

Alderman Little offered a motion to return to Open Session. Alderman Miller 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.

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

30. MOTION TO DENY GRIEVANCE AND ESTABLISH AND IMPLEMENT INTERVIEW PROTOCOLS.

Alderman Miller offered a motion that the grievance of Tommie Stinson be denied and that the City of Starkville, through the City's Personnel Director, establish and implement formal interview protocols for all future hires in the City of Starkville. Alderman Sistrunk 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.

31. MOTION TO ADJOURN UNTIL NOVEMBER 6, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until November 6, 2018 @ 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 _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)