MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
March 3, 2020

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 3, 2020 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, Hamp Beatty and Henry Vaughn, Sr. Absent was Alderman Roy A'. Perkins. 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 Little asked to add Mayor's Business, Item A "Cornerstone Park" to consent.

Alderman Walker asked to remove Board Business, Item A "School Board Appointment" from consent.

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

1. MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Beatty, to approve the March 3, 2020 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JANUARY 2, 2020
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 FEBRUARY 4, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 14, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 18, 2020 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 20, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

PUBLIC APPEARANCE BY MIKE NICKOLAUS OF CIVIC SMART PRESENTING A POTENTIAL SMART PARKING METER OPTION FOR THE COTTON DISTRICT AREA

VIII. PUBLIC HEARING

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF APPROVAL OF THE CORNERSTONE SPORTS PARK PROJECT, ACCEPTING THE BEST BID FROM SB CONSTRUCTION LLC IN THE AMOUNT OF $3,918,710.00 AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

X. BOARD BUSINESS

A. CONSIDERATION TO APPOINT WES GORDON, THE SOLE APPLICANT, TO A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A FIVE YEAR TERM ENDING MARCH 2025.

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 AUTHORIZATION TO ADVERTISE TO FILL THE VACANCY IN WARD 1 FOR THE BOARD OF ADJUSTMENTS AND APPEALS.

   b. CONSIDERATION OF THE SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC. REQUEST FOR IN-KIND SERVICE FOR THE 2020 KIDNEY CARE AWARENESS WALK ON SATURDAY, MAY 2, 2020, DOWN UNIVERSITY DRIVE AND MAIN STREET.

   c. CONSIDERATION OF THE STARKVILLE MINISTERIAL ASSOCIATION REQUEST FOR IN-KIND SERVICE FOR THE 2020 COMMUNITY PRAYER WALK / STATIONS OF THE CROSS SPECIAL EVENT ON FRIDAY, APRIL 10, 2020, THROUGH DOWNTOWN.

   d. CONSIDERATION OF SELECTION OF THE THIRD INDEPENDENT CONSULTANT, TIM GEDDIE, FOR ARCHITECTURE REVIEW.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 25, 2020 FOR FISCAL YEAR ENDING 9/30/20, 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.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CHIEF CHARLES YARBROUGH TO TRAVEL TO WASHINGTON, DC, ON APRIL 28 – MAY 1, 2020 TO REPRESENT THE MISSISSIPPI FIRE CHIEFS ASSOCIATION FOR CONGREGATIONAL DAY AT NO COST TO THE CITY.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRAD SKELTON AS AN ENGINEERING TECHNICIAN IN THE ENGINEERING DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE CRAIG COX AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE NICHOLAS PAPAS AS A CUSTOMER SERVICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO ALLOW CPL. CHRIS GREGGORY, TO ATTEND SSGT VANGUARD LEVEL 2 DEFENSIVE TACTICS INSTRUCTOR SCHOOL, IN CULLMAN AL, MARCH 9 – 13, AT A TOTAL COST NOT TO EXCEED $1,200.00.

2. CONSIDERATION TO ALLOW CPL. COLBERT TO ATTEND BICYCLE INSTRUCTOR SCHOOL IN TAMPA, FL, MARCH 15 – 22, AT A COST NOT TO EXCEEDED $2000.00.

3. REQUEST APPROVAL TO PURCHASE FIVE (5) DELL OPTIPLEX 7070 DESKTOP COMPUTERS TO BE USED BY THE STARKVILLE POLICE DEPARTMENT FOR A TOTAL OF $8,775.00 FROM STATE CONTRACT.

4. PERMISSION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY20 FUNDING IN THE AREA OF HOT SPOT POLICING FOR THE BUDGET MODIFICATION REQUEST OF AN ADDITIONAL $2,695.50 FOR A NEW TOTAL OF $40,021.00 WITH THE ADDITIONAL FUNDS TO BE USED FOR THE PURCHASE OF SOFTWARE FOR THE PURPOSED EQUIPMENT IN THE ORIGINAL GRANT.

5. CONSIDERATION TO ALLOW DETECTIVE WILL SIMON AND CPL. PARKER MADEEN TO ATTEND BASIC CRISIS NEGOTIATION COURSE, MARCH 15 – 20, IN OXFORD MS, AT A TOTAL COST NOT TO EXCEED $510.00.

6. CONSIDERATION TO ACCEPT A 2007 FORD CROWN VICTORIA, VIN #2FAHP71W37X136795, FROM MISSISSIPPI STATE UNIVERSITY POLICE DEPARTMENT, FREE OF CHARGE.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE HONEYWELL/ELSTER SOLUTIONS TO CONDUCT A THREE (3) DAY ON-SITE CONNEXO NETSENSE TRAINING FOR OUR ADVANCE METERING INFRASTRUCTURE (AMI) IN THE AMOUNT OF $6,500.00.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM GRESCO UTILITY TO PURCHASE 3,469 FT OF 795 & 1,000 FT OF 954 ACS TRANSMISSION WIRE IN THE AMOUNT NOT TO EXCEED $8,200.00.

3. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A WASTEWATER SERVICE CONTRACT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE AND THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT FOR THE PARTNERSHIP SCHOOL.

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

DISCUSSION REGARDING PROSPECTIVE PURCHASE OF LAND

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 17, 2020 @ 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, Dr. Simon Kim, at (662) 323-2525, ext. 3119 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 4, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the February 4, 2020 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 FEBRUARY 14, 2020 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 Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the February 14, 2020 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 THE MINUTES OF THE FEBRUARY 18, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the February 18, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 20, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the February 20, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVAL OF THE CORNERSTONE SPORTS PARK PROJECT, ACCEPTING THE BEST BID FROM SB CONSTRUCTION LLC IN THE AMOUNT OF $3,918,710.00 AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the best bid from SB Construction LLC in the amount of $3,918,710.00 with a contract time of 210 consecutive days for the Cornerstone Sports Park Project and authorization for the Mayor to execute a contract" is enumerated, this consent item is thereby approved. Approval is based on the detailed narrative summary and recommendation and bid tabulation provided by the consultant Neel-Schaffer Engineering, both of which are attached.

Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

February 26, 2020

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

REFERENCE: CORNERSTONE SPORTS PARK

Dear Mayor Spruill:

We received bids for the above referenced project at 10:00 AM on February 19, 2020. Please find attached a certified bid tab which details all bids received.

We have reviewed all proposals and recommend awarding the project to lowest and best responsive bidder SB Construction, LLC in the amount of $3,918,710.00 with a contract time of 210 consecutive days. This recommendation is based on a combination of bid price, contract time and past work performance.

During the review of the bids, the lowest monetary bid (not considering contract time) by Cademy Contracting, LLC was 21.9% lower than the next lowest bid. This was concerning since additional bidders, Amason and Associates, Inc. and Burns Dirt Construction, Inc. were within 1.7% and 6.4% of the recommended lowest and best bid, respectively. With this large discrepancy in lowest monetary bid amount, multiple interviews were conducted with individuals involved with the apparent low bidder's past work performance. Each individual interviewed expressed concerns related to the apparent low bidder's ability to finish their scope of work within the time allowed. No individual interviewed provided a favorable opinion of the apparent low bidder's past work performance.

It is our opinion, based on feedback received from multiple resources, that the bid received from SB Construction, LLC including lower contract time and reputable past work performance satisfies the requirement of selecting the lowest and best bid compared to all other bids received.

If you have any questions or need additional information concerning this bid, please do not hesitate to contact my office.

Sincerely,

NEEL-SCHAFFER, INC.

Saunders Ramsey, P.E.
Project Manager

SR:dtc

Attachment

912 Lynn Lane, Starkville, MS 39759, 662.268.7966, Fax 662.268.7961, www.neel-schaffer.com

LICENSED PROFESSIONAL ENGINEER 19621 STATE OF MISSISSIPPI 2/24/20

CERTIFIED BID TABULATION

CITY OF STARKVILLE
CORNERSTONE SPORTS PARK
FEBRUARY 18, 2020 10:00 A.M.

				Cadamy Contracting, LLC		SB Construction, LLC		Amason and Associates, Inc.		Burns Dirt Construction, Inc.		Malouf Construction, LLC	
				Bid Bond: Western Surety		Bid Bond: U. S. Specialty Insurance Company		Bid Bond: Liberty Mutual Insurance Company		Bid Bond: Western Surety Company		Bid Bond: Travelers Casualty and Surety Company of America	
	Description	**Bid Qty.**	**Unit**	**Unit Price**	**Item Amount**	**Unit Price**	**Item Amount**	**Unit Price**	**Item Amount**	**Unit Price**	**Item Amount**	**Unit Price**	**Item Amount**
1	Construction related to Cornerstone Sports Park Grading, Drainage, and Utility Construction	1	LS	$2,954,200.00	$ 2,954,200.00	$3,822,710.00	$ 3,822,704.00	$ 4,000,000.00	$ 4,000,000.00	$4,061,500.00	$ 4,061,500.00	$ 4,538,675.00	$ 4,538,675.00
								DEDUCT	$ 162,000.00				
2	Bridging with Geotextile as Directed by Engineer (See Sheet C7.0)	10,000	SY	$ 10.50	$ 105,000.00	$ 9.60	$ 96,000.00	$ 15.00	$ 150,000.00	$ 10,000.00	$ 127,500.00	$ 13.10	$ 131,000.00
			BASE BID		**$ 3,059,200.00**		**$ 3,918,704.00**		**$ 3,988,000.00**		**$ 4,189,000.00**		**$ 4,669,675.00**
	CONTRACT TIME # OF CONSECUTIVE DAYS				**270**		**210**		**270**		**230**		**270**

				Sitemasters Construction, Inc.		Necaise Brothers Construction Co., Inc.		Phillips Contracting Co, Inc.		Cornerstone Civil Contractors		Birdsong	
				Bid Bond: Old Republic Surety Company		Bid Bond: Arch Insurance Company		Bid Bond: Fidelity and Deposit Company of Maryland		Bid Bond: Travelers Casualty and Surety Company of America		Bid Bond: Fidelity and Deposit Company of Maryland	
	Description	**Bid Qty.**	**Unit**	**Unit Price**	**Item Amount**	**Unit Price**	**Item Amount**	**Unit Price**	**Item Amount**	**Unit Price**	**Item Amount**	**Unit Price**	**Item Amount**
1	Construction related to Cornerstone Sports Park Grading, Drainage, and Utility Construction	1	LS	$4,584,252.00	$ 4,584,252.00	$5,215,000.00	$ 5,215,000.00	$ 5,996,798.54	$ 5,996,798.54	$6,039,933.00	$ 6,039,933.00	$ 9,272,700.00	$ 9,272,700.00
2	Bridging with Geotextile as Directed by Engineer (See Sheet C7.0)	10,000	SY	$ 19.57	$ 197,500.00	$ 14.00	$ 140,000.00	$ 15.00	$ 150,000.00	$ 17.50	$ 175,000.00	$ 25.00	$ 250,000.00
			BASE BID		**$ 4,781,752.00**		**$ 5,355,000.00**		**$ 6,146,798.54**		**$ 6,214,933.00**		**$ 9,522,700.00**
	CONTRACT TIME # OF CONSECUTIVE DAYS				**220**		**270**		**270**		**270**		**270**

I CERTIFY THAT THIS IS A CORRECT TABULATION OF ALL PROPOSALS RECEIVED ON THE ABOVE DATE

Saunders Ramsey, P.E.

2/24/2020
Date

7. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THE VACANCY IN WARD 1 FOR THE BOARD OF ADJUSTMENTS AND APPEALS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval to advertise to fill the vacancy in Ward 1 for the Board of Adjustments and Appeals" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF SELECTION OF THE THIRD INDEPENDENT CONSULTANT, TIM GEDDIE, FOR ARCHITECTURE REVIEW.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval of selecting Tim Geddie as an independent consultant for Architecture Review" is enumerated, this consent item is thereby approved.

9. CONSIDERATION FOR CHIEF CHARLES YARBROUGH TO TRAVEL TO WASHINGTON, DC, ON APRIL 28 – MAY 1, 2020 TO REPRESENT THE MISSISSIPPI FIRE CHIEFS ASSOCIATION FOR CONGREGATIONAL DAY AT NO COST TO THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval of authorization for Chief Charles Yarbrough to travel to Washington, DC, on April 28 – May 1, 2020 to represent the Mississippi Fire Chiefs Association for Congregational Day at no cost to the city" is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE BRAD SKELTON AS AN ENGINEERING TECHNICIAN IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Brad Skelton as an Engineering Technician in the Engineering Department" is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE CRAIG COX AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Craig Cox as an Engineering Inspector in the Starkville Engineering/Utilities Department" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE NICHOLAS PAPAS AS A CUSTOMER SERVICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Nicholas Papas as a Customer Service Manager in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ALLOW CPL. CHRIS GREGGORY, TO ATTEND SSGT VANGUARD LEVEL 2 DEFENSIVE TACTICS INSTRUCTOR SCHOOL, IN CULLMAN AL, MARCH 9 – 13, AT A TOTAL COST NOT TO EXCEED $1,200.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval to allow Cpl. Chris Greggory, to attend SSGT Vanguard Level 2 defensive tactics instructor school, in Cullman AL, March 9 – 13, at a total cost not to exceed $1,200.00" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ALLOW CPL. COLBERT TO ATTEND BICYCLE INSTRUCTOR SCHOOL IN TAMPA, FL, MARCH 15 – 22, AT A COST NOT TO EXCEEDED $2000.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to allow Cpl. Colbert to attend Bicycle Instructor School in Tampa FL at a cost not to exceeded $2000.00 March 15 - 22” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL TO PURCHASE FIVE (5) DELL OPTIPLEX 7070 DESKTOP COMPUTERS TO BE USED BY THE STARKVILLE POLICE DEPARTMENT FOR A TOTAL OF $8,775.00 FROM STATE CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase five (5) Dell OptiPlex 7070 Desktop Computers from state contract at a total of $8,775.00” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY20 FUNDING IN THE AREA OF HOT SPOT POLICING FOR THE BUDGET MODIFICATION REQUEST OF AN ADDITIONAL $2,695.50 FOR A NEW TOTAL OF $40,021.00 WITH THE ADDITIONAL FUNDS TO BE USED FOR THE PURCHASE OF SOFTWARE FOR THE PURPOSED EQUIPMENT IN THE ORIGINAL GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the budget modification for an additional $2,695.50 to be added to the original Hot Spot grant for a new total of $40,021.00, for the purchase of the software portion of the purposed equipment Hot Spot request” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ALLOW DETECTIVE WILL SIMON AND CPL. PARKER MADEEN TO ATTEND BASIC CRISIS NEGOTIATION COURSE, MARCH 15 – 20, IN OXFORD MS, AT A TOTAL COST NOT TO EXCEED $510.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to allow Detective Will Simon and Cpl. Parker Madeen to attend Basic Crisis Negotiation Course, in Oxford MS, at a total cost not to exceed $510.00” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ACCEPT A 2007 FORD CROWN VICTORIA, VIN #2FAHP71W37X136795, FROM MISSISSIPPI STATE UNIVERSITY POLICE DEPARTMENT, FREE OF CHARGE.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept a 2007 Ford Crown Victoria, VIN #2FAHP71W37X136795, from Mississippi State University Police Department, free of charge” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION FOR THE HONEYWELL/ELSTER SOLUTIONS TO CONDUCT A THREE (3) DAY ON-SITE CONNEXO NETSENSE TRAINING FOR OUR ADVANCE METERING INFRASTRUCTURE (AMI) IN THE AMOUNT OF $6,500.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the “approval for the Honeywell/Elster Solutions to conduct a three (3) day on-site Connexo NetSense training for our Advance Metering Infrastructure (AMI) in the amount of $6,500.00” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM GRESCO UTILITY TO PURCHASE 3,469 FT OF 795 & 1,000 FT OF 954 ACS TRANSMISSION WIRE IN THE AMOUNT NOT TO EXCEED $8,200.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best quote from Gresco Utility to purchase 3,469 ft of 795 & 1,000 ft of 954 ACS transmission wire in the amount not to exceed $8,200.00" is enumerated, this consent item is thereby approved.

2 Quotes Received: Gresco 795- $1.75/ft, 954- $2.03/ft and Garner-Lumley 795- $2.10/ft, 954- $2.58/ft

21. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A WASTEWATER SERVICE CONTRACT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE AND THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT FOR THE PARTNERSHIP SCHOOL.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the March 3, 2020 Official Agenda, and to accept items for consent, whereby the "approval for the City of Starkville to enter into a Wastewater Service contract between Mississippi State University, the City of Starkville and the Starkville Oktibbeha Consolidated School District for the Partnership School" is enumerated, this consent item is thereby approved.

WASTEWATER SERVICE CONTRACT
Between
Mississippi State University, City of Starkville, and The Starkville Oktibbeha Consolidated School District

This contract made and entered into this 14 day of January, 2020, between The **Starkville Oktibbeha Consolidated School District** (hereinafter referred to as "Customer"), and **Mississippi State University** and the **City of Starkville, Mississippi** (both hereinafter referred to as "Owner").

WHEREAS the Customer requires access to a wastewater treatment facility for the Partnership School, the current address of which is 11200 Highway 182 Starkville, Mississippi;

WHERAS the Customer and the Owner desire to enter into a contract, under the terms of which the Customer will utilize the Owner's facilities for transportation, treatment, and disposal of domestic wastewater generated by the Customer;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth, the parties agree as follows:

1. **Point of Delivery:** The Customer is responsible for all new construction of facilities required for a complete sanitary sewer collection system to the point of delivery into Owner's system.

2. **Quantity:** To receive the Customer's wastewater at the point of delivery during the term of this Agreement or any renewal or extension thereof, the quantity of Owner's wastewater shall not exceed **412,610** gallons per month. In the event Owner's wastewater exceeds such quantity without the express written approval of the Owner, this Agreement may be terminated at the will of the Owner with 90 days written notice to Customer. Customer understands and agrees that excessive flow and infiltration of storm water into the Customer's system will result in delivery of wastewater to the Owner that will adversely affect the biological wastewater treatment process utilized by the Owner. Customer further understands and agrees that Customer is subject to enforcement action by the Owner to reduce inflow and infiltration of storm water into the Customer's system, even if such quantities are within the maximum quantity limits allowed by this agreement. The failure of Customer to respond to such an enforcement action shall constitute a breach of this agreement.

3. **Connection Fee:** Because Customer's wastewater flow into the Owner's system will consume some portion of the capacity growth margin of the total existing system, Customer shall pay a connection fee upon execution of this Agreement in the amount of **$ 20,166.67** to Mississippi State University which shall cover any and all costs for connection to Owner's system and any upgrades necessary to accommodate the quantity specified in Section 2 of the Agreement. It is

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understood and agreed that any future additions or expansions to the Customer's wastewater system may require additional analysis and compensation to the Owner in the event such additions or expansions are approved by Owner as set forth in Section 10.

4. **Point of Delivery Metering:** The Customer agrees to furnish, install, operate and maintain at its own expense the required metering, meter house and standard necessary devices to provide a **single metering point** at the Point of Delivery for the purpose of determining monthly sanitary sewer billing to the Customer. The metering equipment used by Customer shall meet the specification of the Owner and be compatible with the Owner's radio monitoring system. Customer shall also bear the cost of having its metering equipment input into the Owner's radio monitoring system. Customer also agrees to recalibrate such metering equipment whenever requested by Owner. The Customer may install metering equipment on the whole building domestic water feed in lieu of waste water metering equipment provided that the water metering equipment complies with all sections of this agreement and provides an accurate representation of the wastewater volumes delivered into the Owner's system at the Point of Delivery. The metering point shall be readily visible and may not be located within any enclosure requiring key access. Customer shall provide and maintain suitable and safe means of access (walkway, steps, etc.) to the metering point. Construction plans and specification for any facilities required to deliver and meter wastewater to the Owner's system shall be approved by the Owner prior to construction. These documents will be marked "Approved" by the Owner, and attached to and made a part of this Contract.

5. **Rate/Billing:** The Customer agrees to pay and Mississippi State University will bill Customer each month on a per 1,000 gallons rate. Currently, the rate is **$3.23** per 1,000 gallons of wastewater. This rate may be adjusted as necessary to cover Owner's expenses and to represent a fair market value in accordance with state law. Customer is responsible for providing an up-to-date billing address. Any amount unpaid after due date specified on the bill may be subject to additional charges. Upon further nonpayment, service may be discontinued upon five days' written notice to Customer. If Customer's metering device is out of service, billing will be based on the highest monthly usage of the prior twelve months and will continue as such until meter is repaired and proven to be accurate.

6. **Customer's Facilities/Connection:** All of Customer's wastewater system materials and installation, including residential/commercial collection, shall be in accordance with "Water and Wastewater Specification for the City of Starkville", prepared by the City's Department of Public Works. The Owner reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work, with authority to deny connection or use of system components not in accordance with this contract and/or the approved construction plans and specifications. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the Owners. The inspection by

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the Owner's inspectors shall not relieve the Customer of any responsibility for the proper performance of the work. Connection to the Owner's Point of Delivery will be made by the Customer, and will be observed/inspected by the Owner. The Owner shall have the right, but shall not be obligated, to inspect any installation before wastewater is introduced to the Owner's system, and reserves the right to reject any sewer collection systems not in accordance with the Owner's standards; but such inspection of failure to inspect or reject shall not render the Owner liable or responsible for any or damage resulting from defects in the installation of sewer collection systems or from accidents which may occur upon Customer's premises. The Customer shall provide Owner 60 day's prior written notice of the expected date of completion of Customer's wastewater system and the first date of initial wastewater flow.

7. **Ownership and Maintenance of Wastewater Facilities.** The parties agree that the Customer will own and be responsible for operation and maintenance of all facilities at and upstream of the Point of Delivery, and the Owner will be responsible for operation and maintenance from the Point of Delivery downstream, excluding the Customer's connection. Customer agrees to repair any damage to the Owner's facilities caused by the tap, installation or operation of Customer's pump station. The Customer shall have the metering device calibrated annually; the calibration report will be forwarded to the Owner's billing department.

8. **Concurrent Water Service Provider:** During the entire term of this Agreement, Customer shall maintain a contractual relationship with a water service provider providing water to Customer, such contract enabling Customer to discontinue water services to any end-user for nonpayment for wastewater services.

9. **Interruptions of Service.** The Owner will use reasonable diligence in supplying wastewater service, but shall not be liable for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service, failure of wastewater pump stations, force main failure or any other disruption of services, whether or not caused by Owner's negligence.

10. **Expansion and Wastewater Characteristics:** It is understood and agreed that Owner's wastewater treatment facilities have a definite capacity and permit requirements pursuant to the National Pollutant Discharge Elimination System (NPDES). Customer shall not expand without the express written approval of the Owner, such approval being at the Owner's sole discretion. After the first date of use by Customer of Owner's system, Customer agrees to notify Owner in writing of any new connection of an end-user prior to such connection. In the event connection of such end-user is expected to cause Customer to exceed the quantity set forth in Section 2 of this Agreement, or introduces any of the toxic pollutants listed in Table III of Appendix D of 40 CFR 122 of the Federal Clean Water Act, or otherwise adversely affects the Owner's treatment process in a manner that exceeds the Owner's NPDES permit levels, or materially changes the flow rate of

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Customer's wastewater, the Owner retains the right to prevent such user from connecting to Customer's system. Failure to receive written approval for Customer to expand or to give notice of a new end-user shall render Customer liable for costs, losses or damage to any of Owner's system caused by the additions or expansion and/or shall make this Agreement voidable at the sole discretion of the Owner upon 90 days written notice.

11. **Indemnification.** To the extent authorized by Mississippi law, the Customer shall indemnify, defend, save and hold harmless, protect, and exonerate, the Owner, both Mississippi State University and the City of Starkville, Mississippi, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees, expenses, and attorney's fees, related this agreement arising out of or caused by the actions or inactions of Customer or its' partners, principals, officers, agents, employees or representatives. This indemnification provision shall survive the termination or expiration of this agreement.

12. **Termination for Cause:** Unless otherwise stated herein, either party may terminate this agreement if the other party fails to perform the obligations to the other party under this agreement upon 90 days written notice.

13. **Waiver.** The failure by Owner at any time to enforce any provision of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Owner to enforce the provision at any time in accordance with its terms.

14. **Successors and Assigns.** This contract shall inure to the benefit of and shall be binding upon respective successors, legal representatives and assigns of the parties hereto, but is not assignable without the written consent of the Owner.

15. **Applicable Law.** This Agreement shall be governed by the law of the State of Mississippi without regard to its choice of law provisions. This Agreement is subject all applicable rules, regulations or laws as may be applicable to similar agreements in the State of Mississippi and with owner. Customer is responsible for and agrees to obtain all necessary permits, certificates or the like that may be required by applicable law. Any litigation associated with this agreement shall take place in the Circuit Court of Oktibbeha County, Mississippi or United States District Court for the Northern District of Mississippi, Eastern Division, depending upon the nature of the claim and/or parties involved.

16. **Term.** This contract shall extend for a term of 15 years. In the event Customer has not completed connection to Owner's system within one year of the effective date of this Agreement, this Agreement will be voidable at the sole option of the Owner.

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17. Governmental Entity. The parties each recognizes and acknowledges that the other parties are political subdivision of the State of Mississippi and are entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law. Any provision of the Agreement that is in any respect not authorized by Mississippi law is invalid.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year above written.

Mississippi State University

By: Don Buffum

Title: Director of Procurement & Contracts

Attest:

By: Mandy L. Moss

Title: Project Coordinator

City of Starkville

By:
Mayor D. Lynn Spruill

Attest: Lesa Hardin
City Clerk Lesa Hardin

Starkville Oktibbeha Consolidated School District

By: Eddie Peasant

Title: Superintendent

Attest:

By: Eley C. Ward

Title: Administrative Assistant

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ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new employees in the Sanitation Department: Lavorious Warren, Staton Pope and Marquis Jordan

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, reminded everyone of the upcoming time change.
Tate Honea, Katlyn Neely and Myra Hameron of the Mayor's Youth Council, invited everyone to the March 7 Clothes Drive at the Needmore Center and the March 28 pancake breakfast at Applebees.

PUBLIC APPEARANCES:

MIKE NICKOLAUS OF CIVIC SMART PRESENTING A POTENTIAL SMART PARKING METER OPTION FOR THE COTTON DISTRICT AREA

Mike Nickolaus of Civic Smart presented a potential smart parking meter option for approximately 450 parking spaces in the Cotton District Area. He displayed a sample meter and discussed the many functions and benefits the meters offered.

PUBLIC HEARING: None

22. CONSIDERATION TO APPOINT WES GORDON, THE SOLE APPLICANT, TO A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A FIVE YEAR TERM ENDING MARCH 2025.

Alderman Walker recused himself and left the room.
Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to appoint Wes Gordon, the sole applicant, to a vacancy for the Starkville Oktibbeha Consolidated School District Board of Trustees for a 5-year term ending March 2025. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Recused
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
Alderman Walker returned to the room.

23. CONSIDERATION OF THE SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC. REQUEST FOR IN-KIND SERVICE FOR THE 2020 KIDNEY CARE AWARENESS WALK ON SATURDAY, MAY 2, 2020, DOWN UNIVERSITY DRIVE AND MAIN STREET.

Alderman Little, duly seconded by Alderman Walker, offered a motion to approve the 2020 Kidney Care Awareness event with in-kind services to be held on May 2, 2020 with the condition that proof of insurance consistent with the City's Special Events Policy be provided and accepted no less than 20 days prior to the event. 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 Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Absent
Alderman Henry Vaughn, Sr. Voted: Nay

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

24. REQUEST APPROVAL OF THE STARKVILLE MINISTERIAL ASSOCIATION REQUEST FOR IN-KIND SERVICE FOR THE 2020 COMMUNITY PRAYER WALK / STATIONS OF THE CROSS SPECIAL EVENT ON FRIDAY, APRIL 10, 2020, THROUGH DOWNTOWN.

Alderman Little, duly seconded by Alderman Walker, offered a motion to approve the 2020 Community Prayer Walk/ Stations of the Cross event with in-kind services to be held on April 10, 2020. 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 Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Absent
Alderman Henry Vaughn, Sr. Voted: Nay

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

25. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Walker, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 25, 2020 for fiscal year ending 9/30/20, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21, the Board voted as follows:

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

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

General Fund	001	$ 396,812.17
Restricted Fire Fund	003	41,733.93
Airport Fund	015	19,214.91
Sanitation	022	49,889.55
Computer Assessments	107	350.00
Industrial Park Bond	303	44,133.92

Public Improvement Bonds 2018	319	6,375.47
Park and Rec, Tourism	375	91,808.50
Sub Total Before Utilities		$ 650,318.45
Utilities Dept.	SED	1,692,930.89
Total Claims	Total	$ 2,343,249.34

26. MOTION TO RECESS UNTIL MARCH 17, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until March 17, 2020 @ 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 Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Absent
Alderman Henry Vaughn, Sr. Voted: Yea

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

SIGNED AND SEALED THIS THE 7th DAY OF APRIL 2020.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)