

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
September 15, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on September 15, 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, Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen Jason Walker and Roy A'. Perkins attended telephonically or by videoconference.

Mayor Lynn Spruill asked the City Clerk to call roll of the Aldermen. Having confirmed each was present, the Mayor 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 Perkins asked to add Mayor's Business, Item A "Suspension of Current Recycling Program" and Mayor's Business, Item D "Federal Disaster Contacts" to consent.

Mayor Spruill noted that while the City is currently suspending the current recycling program, the City is exploring a possible partnership with MSU and other recycling options. The recycling fees will be removed from bills beginning October 1.

Alderman Walker asked to add Department Business Item XI. B. 2. b. "FP 20-03: Jax Corner" 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 Beatty, to approve the September 15, 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: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, SEPTEMBER 15, 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 AUGUST 28, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Importance of Census responses

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

FISCAL YEAR 9/30/19 AUDIT PRESENTATION BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD, PLLC, ACCEPTANCE OF AUDIT AND CONSIDERATION OF AGREEMENT OF FISCAL YEAR 9/30/20 AUDIT SERVICES.

VIII. PUBLIC HEARING

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF SUSPENDING THE CURRENT CITY OF STARKVILLE RECYCLING PROGRAM INDEFINITELY DUE TO INCREASED COSTS EFFECTIVE OCTOBER 1, 2020.

B. CONSIDERATION OF THE RESTRUCTURING OF THE STARKVILLE POLICE DEPARTMENT.

C. CONSIDERATION OF FP 20-04 REQUEST FOR FINAL PLAT APPROVAL FOR “HOSPITAL PARK REVISED” LOCATED AT 403 HOSPITAL ROAD IN A S-M ZONING DISTRICT.

D. REQUEST APPROVAL TO NAME LESA HARDIN THE CERTIFYING OFFICIAL (APPROVE DAILY / WEEKLY FILINGS) AND JOANNA MCLAURIN THE APPLICANT AGENT (CONTACT PERSON TO FEMA) FOR FEDERAL DISASTER- FEMA-4528 COVID-DR-MS.

X. BOARD BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING FOR AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC., TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

B. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD(MCGRIF) FOR JANUARY 1, 2021 THROUGH DECEMBER 31, 2021.

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 LW 20-01 REQUEST FOR LANDSCAPE WAIVER APPROVAL FROM TREE PROTECTION AND PERIMETER PARKING LOT LANDSCAPE REQUIREMENTS AT 600 HIGHWAY 12 WEST IN A C ZONING DISTRICT WITH PARCEL NUMBER 102F-00-053.00.

- b. CONSIDERATION OF FP 20-03 REQUEST FOR FINAL PLAT APPROVAL FOR "JAX CORNER SUBDIVISION" THE RECONFIGURATION AND SUBDIVIDING OF SEVERAL LOTS INTO 2 LOTS LOCATED AT 103 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF KIMLEY-HORN AND ASSOCIATES, INC., SUPPLEMENTAL AGREEMENT NO. 1, HIGHWAY 182 FROM LONG STREET TO OLD WEST POINT ROAD, OKTIBBEHA COUNTY, MS, BUILD GRANT PROJECT NO. FB LD-7113-00(004)/108418-811000.

2. CONSIDERATION OF SUPPORT FOR A JOINT UNIVERSITY-COUNTY-CITY PARTNERSHIP APPLICATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT WHICH PROPOSES A PATH CONNECTING THE PROPOSED BUILD GRANT TO COLLEGEVIEW DRIVE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 8, 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.

2. ACCEPTANCE OF AUGUST, 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ALEXIS ROBINSON AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE LEE UPCHURCH AS A RECORDS CLERK IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE BRADY HAYNES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE STEIN MCMULLEN AS A BUILDING OFFICAL IN THE COMMUNITY DEVELOPMENT DEPARTMENT WITH DUAL RESPONSIBILITIES AS A FIRE MARSHAL IN THE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO AWARD SOUTHERN ELECTRIC CORP. OF MISSISSIPPI THE CONTRACT FOR PURCHASE AND INSTALLATION OF THE LED LIGHTING AND CAMERA SYSTEM FOR THE CORNERSTONE SPORTS COMPLEX FIELDS 1-10 AND THE T-BALL AREA IN THE AMOUNT OF \$1,809,397.14, THE LOWEST AND BEST BID RECEIVED.
2. CONSIDERATION OF FY20-21 STARKVILLE FACILITY USE AGREEMENT WITH STARKVILLE ACADEMY GIRL'S AND BOY'S SOCCER TEAMS.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM REGAL CHEMICAL TO PURCHASE 40 ACRES OF FERTILIZER TO BE APPLIED TO SPORTS FIELDS IN THE AMOUNT OF \$8,000.00.
4. REQUEST AUTHORIZATION TO PURCHASE A 72 INCH LAZER MOWER FROM POWERSTROKE EQUIPMENT, THE LOWEST BID, AT A COST OF \$8,779.00 AND TO DECLARE THE CURRENT 72 INCH MOWER SURPLUS AND SELL ON GOVDEALS.COM.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CONSTRUCTION FOR THE TRIM CANE LIFT STATION REHABILITATION.
2. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO APPROVE AMENDMENT NO.1 TO VOLKERT TASK ORDER NO. 3-2018 FOR THE CONSTRUCTION PHASE SERVICES OF THE WASTEWATER TREATMENT PLANT (WWTP) BIOSOLIDS IMPROVEMENTS NOT TO EXCEED \$75,000.00 DUE TO THE NEED TO INCREASE THE CONSTRUCTION PERIOD.

4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE PLEASANT ACRES SUMMARY CHANGE ORDER FOR THE PLEASANT ACRES INFRASTRUCTURE REHABILITATION PROJECT WITH THE NET INCREASE OF \$85,760.16.

5. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM WM. W. MEYER AND SONS, INC. TO PURCHASE A TUTHILL PD PLUS BLOWER FOR THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$8,651.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. SANITATION DEPARTMENT

1. CONSIDERATION OF ELIMINATING A POSITION (SECRETARY) AND RESTRUCTURING THE SANITATION/ ENVIRONMENTAL SERVICES DEPARTMENT.

XVII. ADJOURN UNTIL OCTOBER 6, 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, at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 25:

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 28, 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 September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 28, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF SUSPENDING THE CURRENT CITY OF STARKVILLE RECYCLING PROGRAM INDEFINITELY DUE TO INCREASED COSTS EFFECTIVE OCTOBER 1, 2020.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of suspending the current City of Starkville recycling program indefinitely due to increased costs effective October 1, 2020” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE RESTRUCTURING OF THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the restructuring of the Starkville Police Department which primarily includes moving Code Enforcement to the Police Department” is enumerated, this consent item is thereby approved.

Report

Date: September 3, 2020
To: Mayor Spruill and Members of the Board
From: Lynn Spruill, Mayor and Mark Ballard, Chief of Police
Subject: Reorganization of the Police Department.

Summary

In May, we began discussing the idea and opportunities of moving Code Enforcement under the Police Department. Police and Code Enforcement go hand-in-hand together, because there is always the potential for a crime. Having Code Enforcement at the police department will enhance and streamline the city's efforts to enforce code violations.

Collaborating with Code Enforcement will allow for a more informed and strategic approach to locating violations and enforcing city codes. This will help continue our efforts to decrease crime and to improve the quality of life in higher crime areas of the city. This strategy has proven to be effective in addressing issues regarding violations across other cities.

The Mayor along with Human Resources are constantly evaluating city operations to ensure that we are delivering the highest level of services possible. Code enforcement plays a vital role in cleaning up neighborhoods. This move will enhance our abilities to keep Starkville clean. The teamwork of our police department and Code Enforcement will help enhance our city's mission of code enforcement.

- Protect private property owners' investments
- Promote public health, safety and welfare
- Educate residents
- Enhance the quality of life and appearance in our neighborhoods

Code Enforcement Officers will continue to enforce city ordinance violations as well as assist with patrol when needed once certified.

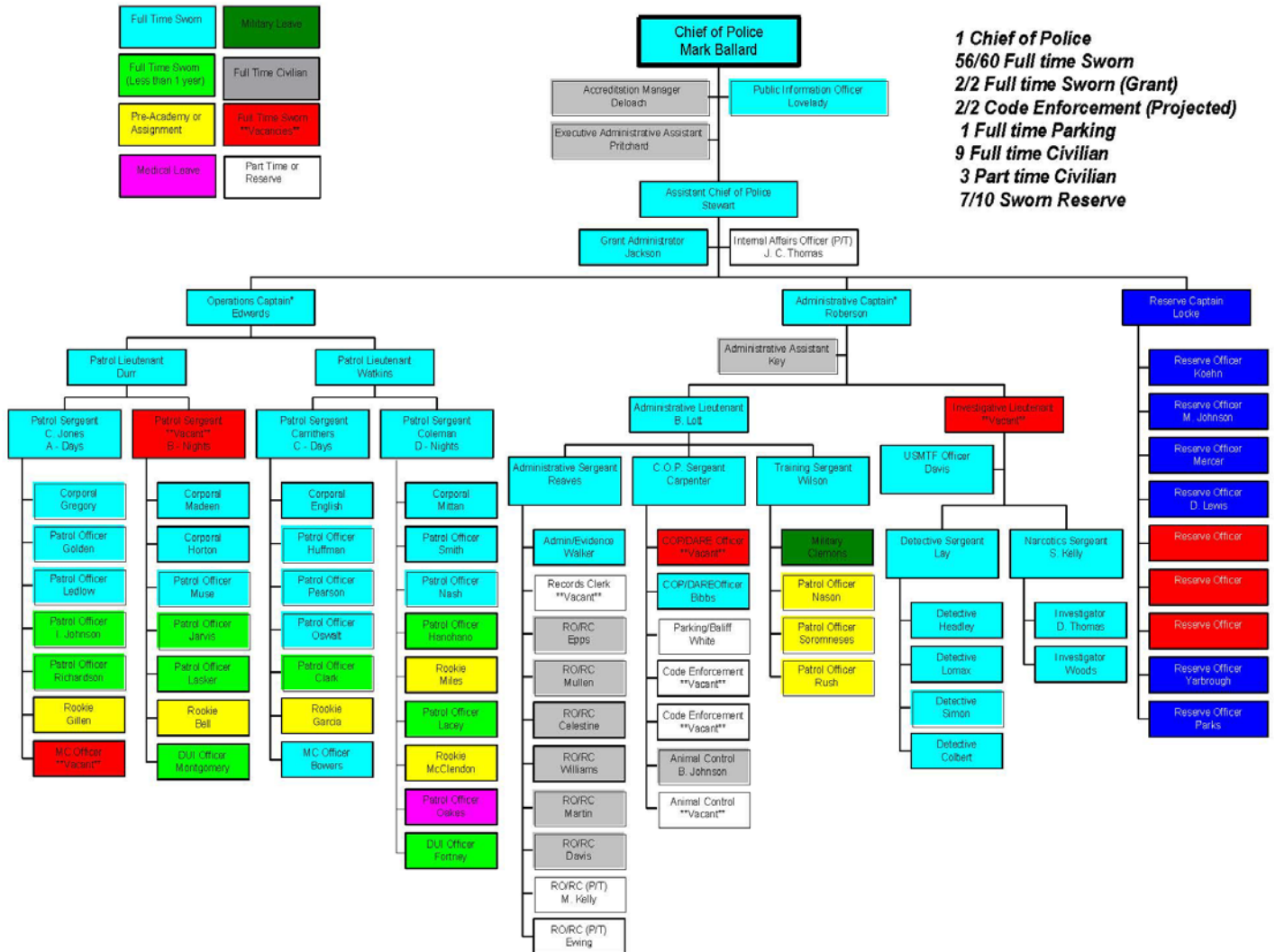
Background

Currently, the City of Starkville Code Enforcement Division operates under the Community Development Department (housed inside City Hall), in enforcement of City codes and ordinances, as well as ensuring that developers, residents and property managers comply with the policies, processes, and municipal laws associated with Community Development functions.

The responsibilities of the Code Enforcement team has extended far beyond citing homeowners for overgrown lawns or peeling paint. Their work is about keeping the community safe and offering assistance when needed. By moving the division to the police department, these closer quarters will help expand the team's ability to serve the community.

The idea behind this transition is that addressing small code violations will lead to less crime on all levels in the future. Quickly addressing code violations makes those violations less frequent and contributes to lowering other, more severe, violations. There are many situations where officers or detectives will work in conjunction with Code Enforcement. This transition will lead to healthier neighborhoods throughout the city.

The Re-Envisioned Department will look like this



CITY OF STARKVILLE JOB DESCRIPTION

Title: Code Enforcement Officer
Reports to: Director
Date Prepared: September 8, 2020

Department: Police Department
Classification: Exempt, Salary Grade 10
Approved by Board: _____

GENERAL POSITION SUMMARY:

The Code Enforcement Officer is responsible for a variety of inspections to ensure adherence to and identification of violations of City codes, ordinances and regulations relating to environmental, public safety, health and sanitation regulations. Responsibilities could include field inspections and investigations; enforcement actions to abate violations; and testifying about the violations, enforcement actions and information obtained during the investigations.

ESSENTIAL JOB FUNCTIONS:

- Investigates complaints of code violations and works with the public to bring properties into compliance.
- Investigates complaints pertaining to health and safety hazards, property maintenance, zoning violations, abandoned/inoperable vehicles and public nuisances.
- Processes complaints: including issuing notice of violations, citations, letters, memos or legal documents, answering routine questions and routing technical questions to appropriate personnel, assisting walk-in customers as needed, maintaining case management and filing systems.
- Prepares written notices of violation and orders to abate nuisances.
- Discusses and educates the general public on local codes and enforcement procedures. Establish and maintain effective working relationships with state and county agencies, developers, contractors and general public.
- Research tax rolls and city ordinance books for property owners and make decisions within specified time restraints while handling multiple tasks simultaneously with frequent interruptions.
- Serves court documents, testifies in court as to evidence gathered, prepares and processes notices, warnings and citations as needed and presents cases before the Municipal Court.
- Prepares and prosecutes cases in Municipal Court with the assistance of the City Prosecutor, including calling and examining witnesses, offenders and victims, presenting direct and indirect evidence and providing testimony as necessary.
- Provides documentation for use in cost recovery, coordinating activities with other City departments to back up the cost recovery and prepares a bill to the owner for the cost recovery fees.
- Participates in continuous training to enhance law enforcement skills including firearms proficiency, defensive driving skills, physical fitness standards, apprehension and arrest techniques, investigative skills, and general law enforcement skills.
- Requires regular and prompt attendance plus the ability to interact with others in a professional manner and maintain professional composure in heated situations.
- Assist other personnel and units as needed and perform other duties as assigned or directed. This includes overtime details for public safety purposes.

KNOWLEDGE, SKILLS AND ABILITIES:

- Some knowledge of the principles of land usage and zoning.
- Some knowledge of the local City Ordinances.
- Some knowledge of the geography of the City.
- Some knowledge of federal and state statutes.
- Some knowledge of web based software.
- Ability to interpret and apply fairly and tactfully zoning ordinances for the public.
- Ability to understand maps, land measurements and legal descriptions.
- Ability to compile, analyze and evaluate data.
- Ability to communicate, both orally and in writing.

- Ability to establish and maintain effective relationships with property owners, contractors and the public.
- Requires confidentiality.
- Ability to use radios and other communications equipment.
- Ability to use standard office equipment.
- Demonstrated ability to achieve high performance goals and meet deadlines in a fast-paced environment.
- Proficient in Microsoft Office (Outlook, Word, Excel, and PowerPoint).
- Ability to maintain complex and difficult clerical records and to prepare detailed reports. Proven ability to handle confidential information with discretion.

EDUCATION AND/OR EXPERIENCE REQUIRED:

- High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency and experience in performing varied office support services.
- A minimum of three (3) years' experience in code enforcement, zoning enforcement, law enforcement or building inspection is preferred; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job as listed above.
- Ability to become a certified Police Officer within 6 months.
- Must possess a valid Mississippi Driver's License and acceptable MVR.

PREFERRED QUALIFICATIONS AND EXPERIENCE:

- Graduation from an accredited university with an Associate's degree in criminal justice, planning, public or business administration, political science, geography, economics or in a closely related field and two (2) years of experience in code enforcement, planning and zoning, or government relations, or any equivalent combination of education and experience. A combination of equivalent education and experience likely to provide the required knowledge and abilities may be considered.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Environment:

Work for this position is primarily outdoors and may expose the employee to inclement weather conditions, hazards of construction sites, animals and insects. Work done in all types of weather. Ten percent of the work for this position is indoors.

Physical: The Code Enforcement Officer must have the ability to sit, stand, walk, see, bend, stoop, talk and hear, kneel, crouch, smell, climb and balance on ladders, crawl in confined spaces and may be required to lift heavy objects (up to 50 lbs.) without assistance. The employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms.

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

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

Regular and consistent attendance is a condition of continuing employment.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

A drug screen is required for this position.

5. CONSIDERATION OF FP 20-04 REQUEST FOR FINAL PLAT APPROVAL FOR “HOSPITAL PARK REVISED” LOCATED AT 403 HOSPITAL ROAD IN A S-M ZONING DISTRICT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of FP 20-04 request for final plat approval for “Hospital Park Revised” located at 403 Hospital Road in a S-M zoning district” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVAL TO NAME LESA HARDIN THE CERTIFYING OFFICIAL (APPROVE DAILY / WEEKLY FILINGS) AND JOANNA MCLAURIN THE APPLICANT AGENT (CONTACT PERSON TO FEMA) FOR FEDERAL DISASTER- FEMA-4528 COVID-DR-MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to name Lesa Hardin the Certifying Official and Joanna McLaurin the Applicant Agent for Federal Disaster- FEMA-4528 COVID-DR-MS for the City of Starkville” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING FOR AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC., TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first public hearing for an Ordinance of the City of Starkville, Mississippi granting a non-exclusive franchise to Campus Communications Group, Inc., to lay, construct, maintain, replace, repair, and operate fiber optic cable and appurtenant telecommunications facilities in, under, over, and across and along all streets, avenues, alleys, highways, roads, bridges, viaducts and public places in the City of Starkville, Mississippi” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD(MCGRIFF) FOR JANUARY 1, 2021 THROUGH DECEMBER 31, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the proposal for Employee Medical, Dental and Vision Benefit Plans and Administrative Service Contract with Blue Cross Blue Shield (McGriff) for January 1, 2021 through December 31, 2021 with the change that retirees eligible for Medicare coverage will no longer be offered continuing coverage” is enumerated, this consent item is thereby approved.

**Amendment No. 2 to
Administrative Services Contract**

This Amendment No. 2 to the Administrative Services Contract ("Amendment") is entered into as of October 1, 2020 (the "Amendment Effective Date") among Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company ("Claim Administrator"), City of Starkville ("Employer") and Employee Health Protection Plan for City of Starkville (hereinafter "GHP").

WHEREAS, Claim Administrator, Employer and GHP are parties to the Administrative Services Contract (the "Agreement") entered into as of October 1, 2018, as amended by Amendment No. 1 effective as of October 1, 2019.

WHEREAS, Claim Administrator, Employer and GHP have agreed, subject to these terms and conditions, to amend the Administrative Services Contract as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendments. The Agreement is amended as follows:

(a) The second sentence in the first unnumbered paragraph on page 1 of the Agreement is deleted in its entirety and replaced with the following:

"The term of the Agreement is for a 12 month period, running October 1, 2020 to September 30, 2021."

(b) Part 2, Article I, Section A(18) is deleted in its entirety and replaced with:

18. Initially fund all Claims over the individual specific stop-loss deductible amount as defined in GHP's excess risk insurance policy (hereinafter "Reinsurance"). Claims Administrator has the right, however, to obtain reimbursement directly from the GHP for payments made on claims over the individual specific stop-loss amount and not wait for the Reinsurance Carrier to pay benefits under the Reinsurance Policy. This Section applies only when GHP has elected to have Claim Administrator fund all Claims over the individual specific stop-loss deductible amount as defined in GHP's Reinsurance.

(c) Part 2, Article II, Section B is deleted in its entirety and replaced with:

B. Claim Administrator shall send an electronic Claims Billing Summary Report to GHP on a three-time-per-month billing cycle. The Claims Billing Summary Report will indicate:

1. the amount of reimbursement for Claim Administrator funds used in the Payment of GHP's Claims, which may contain payment of claims over the individual specific stop-loss amount, and
2. the amount of the administrative and access fees for the BlueCard Program (see Article IV).

(d) Part 3, Article, V, Section H is deleted in its entirety and replaced with:

H. GHP accepts full responsibility for providing information requested by the Reinsurance carrier in a timely fashion. Claim Administrator shall not be responsible for any loss of Reinsurance funding caused by the GHP's failure to provide information requested by the Reinsurance carrier and Claim Administrator may refuse to fund claims over GHP's individual specific stop-loss amount if GHP fails to provide information requested by the Reinsurance carrier. GHP accepts full responsibility for securing Reinsurance. GHP shall provide Claim Administrator a copy of the Reinsurance policy within 30 days after the Effective Date of this Agreement.

(e) Part 5, Article VIII, Section A(1) is deleted in its entirety and replaced with the following:

1. The monthly administrative service fee is \$33.50 for each employee covered in the Benefit Plan on or after October 1, 2020. The fee includes the services specified in Article I. The due date of the monthly administrative services fee is the first day of each month.

(f) Exhibit I is amended and replaced with the attached Exhibit I.

2. Amendment Effective Date. The amendments made to the Agreement are incorporated by reference into the Agreement and expressly made a part thereof, as if fully copied therein, effective as of the Amendment Effective Date.

3. The provisions of this Amendment are not intended to amend in any manner any of the other provisions of the Agreement and should not be construed to do so, but, rather, except as otherwise hereinafter indicated, are intended merely to amend the specific provisions of the Agreement as stated herein. Except for the provisions of the Agreement specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect and are not hereby amended, modified or rescinded, except to the extent that any other provisions of the Agreement are in conflict with this Amendment and must necessarily also be amended in order to implement this Amendment, in which case any such conflicting provisions of the Agreement are hereby amended, and shall be interpreted and applied, to the minimum extent necessary, to conform to the amendments made by this Amendment. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior promises, agreements and understandings, whether written or oral, with respect to the subject matter hereof.

IN WITNESS THEREOF, the parties have caused this Amendment to be duly executed as set forth below as of the Amendment Effective Date.

CLAIM ADMINISTRATOR:

BLUE CROSS & BLUE SHIELD OF
MISSISSIPPI, A MUTUAL INSURANCE
COMPANY

By: 

Cheri D. Green,
General Counsel

Date: 9-17-20

EMPLOYER:

CITY OF STARKVILLE

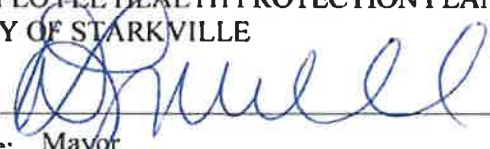
By: 

Title: Mayor

Date: 9-15-20

GROUP HEALTH PLAN:

EMPLOYEE HEALTH PROTECTION PLAN FOR
CITY OF STARKVILLE

By: 

Title: Mayor

Date: 9-15-20

EXHIBIT I

Only the BlueCard Program Access Fee and the BlueCard Program Administrative Expense Allowance (AEA) fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the Administrative Charges.

The Access Fee is charged by the Host Blue to Claim Administrator for making the applicable Host Blue's provider network available to GHP's Members. The Access Fee will not apply if the provider does not participate in the applicable Host Blue's network. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Claim Administrator receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, Claim Administrator passes the Access Fee directly on to GHP.

Instances may occur in which the claim payment is zero or Claim Administrator pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Claim Administrator will pay the Host Blue's Access Fee and pass it along directly to GHP as stated above even though GHP paid little or had no claim liability.

The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to Claim Administrator for administrative services that the Host Blue provides in processing claims for GHP's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, Claim Administrator passes the AEA Fee directly on to GHP.

See the Fee Listing section of this Exhibit for the BlueCard Program Access Fee and AEA Fee and for Claim Administrator's General Administrative Fee. The General Administrative Fee includes all other fees relative to the BlueCard Program. These fees include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

A General Administrative Fee encompasses fees Claim Administrator charges to GHP for administering GHP's Benefit Plan. They may include both local within Claim Administrator's service area and Inter-Plan fees. For purposes of this Agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee and AEA Fee: namely, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

Group Name: City of Starkville

Effective Date: October 1, 2020 through September 30, 2021

Group Number(s):

Location	Benefit Plans	
	Buy Up Group Numbers	Base Group Numbers
City Hall Active	67142A	17912
City Hall COBRA	67143A	17913
City Hall Retirees	67144A	17914
Electric Active	67145A	17915
Electric COBRA	67146A	17916
Electric Retirees	67147A	17917
Park Comm. Active	67148A	17918
Park Comm. COBRA	67149A	17919
Park Comm. Retirees	67151A	17920

General Administrative Fee (See also Section VIII(A)(1):	\$33.50 per employee per month
Inter-Plan Arrangements Fees:	
<i>BlueCard Program Fees</i>	
Access Fees:	In 2020, 3.97% of network savings, capped at \$2,000.00 per claim. In 2021, 3.79% of network savings, capped at \$2,000.00 per claim.
Administrative Expense Allowances (AEAs):	\$5.00 per claim professional and \$11.00 per claim institutional.
Nonparticipating Provider Claims Processing Fee:	\$3.00 per claim for out-of-network claims.

City of Starkville Proposed Retiree Coverage Amended Language

Effective October 1, 2020, the city of Starkville amends its personnel policy with regard to continuing health, dental, and life coverage to all eligible employees upon their retirement from the city.

The option to continue your coverage(s) will no longer be offered to employees who retire from the city on or after October 1, 2020.

Retiring employees under age 65 will be eligible to continue their coverage(s) under COBRA for the applicable time period (18 months in most instances). In accordance with current policy, the retiree must pay the cost for the coverage(s) should they elect to continue and will be subject to the terms and conditions of the vendor utilized by the city in the collection of premiums.

Upon eligibility for Medicare coverage, either through attaining the required age or as the result of a Social Security or Medicare approved disability prior to age 65, the health coverage through the city plan will terminate.

If a retiree attains Medicare eligibility and has a dependent(s) covered under the plan at that time and the dependent has not attained the age for Medicare eligibility they will be eligible to continue coverage under COBRA for the appropriate time period or until they also meet Medicare eligibility requirements.

The existing policy for retirees who have continued coverage due to retirement prior to October 1, 2020, is further amended to require that once the covered retiree (or spouse) attains eligibility to Medicare they must terminate coverage through the city of Starkville group health plan. This will assure a smooth transition to Medicare and the avoidance of potential financial penalties as a late enrollee to that coverage.

Retirees who continued their coverage(s) and enrolled prior to October 1, 2020, over age 65, will be “grandfathered” and allowed to maintain their coverage provided they continue to pay the prevailing premiums as required by the terms and conditions of the vendor utilized by the city in the collection of premiums.

9. CONSIDERATION OF FP 20-03 REQUEST FOR FINAL PLAT APPROVAL FOR “JAX CORNER SUBDIVISION” THE RECONFIGURATION AND SUBDIVIDING OF SEVERAL LOTS INTO 2 LOTS LOCATED AT 103 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of FP 20-03 request for final plat approval for “Jax Corner Subdivision” the reconfiguration and subdividing of several lots into 2 lots located at 103 Highway 12 West in a C zoning district with the condition that all development and redevelopment on either lot will be required to comply with new access management requirements, stormwater management and any other codes per the UDC ” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF KIMLEY-HORN AND ASSOCIATES, INC., SUPPLEMENTAL AGREEMENT NO. 1, HIGHWAY 182 FROM LONG STREET TO OLD WEST POINT ROAD, OKTIBBEHA COUNTY, MS, BUILD GRANT PROJECT NO. FBLD-7113-00(004)/108418-811000.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of Kimley-Horn and Associates, Inc., Supplemental Agreement No. 1, Highway 182 from Long Street to Old West Point Road, Oktibbeha County, MS, Build Grant Project No. Fbld-7113-00(004)/108418-811000” is enumerated, this consent item is thereby approved.



D. Lynn Spruill
Mayor

THE CITY OF STARKVILLE

MAYOR'S OFFICE
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext. 3100
Fax: 662-324-4143

September 21, 2020

Clark Bailey, Project Manager
Kimley Horn
420 North 20th Street, Suite 2200
Birmingham, AL 35203

RE: Notice to Proceed- Supplemental Agreement #1
Project # FBLD-7113-00(004)/108418-811000
MS Highway 182/ Martin Luther King Boulevard
Revitalization BUILD Grant Project, Oktibbeha County

Dear Clark,

The Mississippi Department of Transportation has reviewed the contract for the above referenced project and concurs with our request to contract for preliminary engineering services for the above referenced project.

You are hereby noticed to proceed with this project as outlined in the attached executed contract. Any future addendums or supplemental agreements must be forwarded to MDOT for concurrence before they are executed.

If you have any questions or need additional, please feel free to let us know.

Sincerely,

D. Lynn Spruill
Mayor, Starkville

Between the
The City of Starkville
And
Kimley-Horn and Associates, Inc
SUPPLEMENTAL AGREEMENT NO. 1

Highway 182 from Long Street to Old West Point Road
Oktibbeha County
Project No. FBLD-7113-00(004)/108418-811000

WHEREAS, Kimley-Horn and Associates, Inc (the CONSULTANT) entered into the Engineering Services Contract with the City of Starkville (the LPA) on the 7th of May, 2020, to perform conceptual design phase services for the Highway 182 Corridor Revitalization Project from North Long Street to Old West Point Road in Starkville, Mississippi. These services will include project coordination, environmental studies (categorical exclusion) without new ROW, field survey, conceptual design development, roadway hydraulic design, and utility relocation preliminary studies and engineering, as provided for in Project No. FBLD-7113-00(004)/108418-811000 the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide additional environmental studies as a result of a change from no new ROW to the requirement for permanent utility easements and an escalations of documentation from a programmatic categorical exclusion to a D-list categorical exclusion resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$56,150.77;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT: see **Attachment A**

The Maximum Allowable Cost shall be amended to add the sum of \$56,150.77 so the revised total Maximum Allowable Contract Cost is \$566,423.15. The revised total Fixed Fee shall be \$39,598.13. The new Maximum Allowable Cost is delineated below in the Fee and Expense Schedule.

Fees and Expenses Schedule:

Created – 11/01/08

Revised – 02/11/15

Preliminary Engineering Contract Supplemental Agreement boilerplate

	Labor	Direct Cost	Fixed Fee	Subconsultants	Phase Total
Original	\$314,951.67	\$6,248.25	\$37,705.58	\$149,902.88	\$510,272.38
SA #1	\$15,803.94	\$2,723.00	\$1,892.55	\$35,731.28	\$56,150.77
Totals	\$330,755.61	\$8,971.25	\$39,598.13	\$185,634.16	\$566,423.15

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Dated, the 21st day of September, 2020

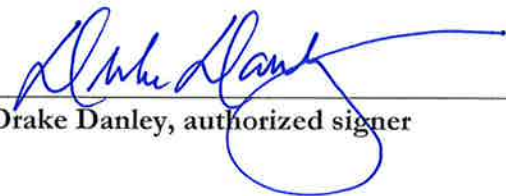
The City of Starkville



Mayor Lynn Spruill

Dated, the 16th day of SEPTEMBER, 2020

Kimley-Horn and Associates, Inc



Drake Danley, authorized signer

Attachment A: Scope of Work

GENERAL REQUIREMENTS

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points.

The LPA will provide a single point-of-contact for day-to-day coordination.

ENVIRONMENTAL STUDIES (CATEGORICAL EXCLUSION) WITH NEW ROW*

*New ROW includes donated ROW and permanent easements. New ROW does not include temporary easements.

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a Categorical Exclusion, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State regulations, laws and/or procedures that may be in effect at the time this CONTRACT is executed.

The CONSULTANT will perform various engineering and environmental studies in accordance with the general requirements as indicated below.

NEPA Documentation and Approval

The purpose of this task is to develop the CE documentation, consistent with the requirements of the Federal Highway Administration (FHWA) guidance as outlined in FHWA Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents as well as the Mississippi Department of Transportation's (MDOT) Environmental Procedures Manual.

Kimley-Horn will incorporate the Purpose and Need, project description, project plans, and results of the environmental technical studies into the environmental document. As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, as well as location and comparison of anticipated impacts.

Following completion of the document by Kimley-Horn, the environmental document will be submitted to the City of Starkville for review and comment. Kimley-Horn will then revise the environmental document based on the City's comments. Once the City of Starkville approves the environmental document, the document will be submitted to the MDOT Environmental Division and the Federal Highway Administration for review and subsequent approval.

NEPA Deliverables:

- Draft Categorical Exclusion document for the City of Starkville's review and approval (electronic copy in Adobe PDF format)
- Draft Categorical Exclusion document for MDOT's review (electronic copy in Adobe PDF format)
- Final Categorical Exclusion document for FHWA's review and approval (electronic copy in Adobe PDF format)

Cultural Resource Survey – (Completed by New South Associates)

Cultural resource investigations shall comply with federal and state laws. Failure to obtain Section 106 of the National Historic Preservation Act (NRHP) clearance will jeopardize federal funding and result in stoppage of the project by the MDOT/FHWA. The following resources shall be assessed via a Cultural Resource Survey, which includes, but may not necessarily be limited to the following:

1. archaeological and architectural resources located within the project Area of Potential Effect in accordance with *MDOT Guidelines for Contractors on Archaeological Investigations and Reports* and *Mississippi Department of Archives and History Guidelines for Archaeological Investigations and Reports in Mississippi*;
2. systematic pedestrian survey examining for cultural material; and
3. standing structures over 50 years of age or for National Register of Historic Places eligibility.

The CONSULTANT shall prepare a summary report to include determinations of eligibility for the NRHP for all cultural resources located during the survey. All reports (including draft, preliminary and final) shall be prepared in accordance with MDOT and Mississippi Department of Archives and History (MDAH) guidelines and in accordance with all Federal codes and regulations related to cultural resources management that may be in effect at the time of the work assignment.

Environmental Site Assessments (Hazardous Materials Assessment)

The original scope called for the preparation of an amended Phase I Environmental Site Assessment (ESA) / hazardous substance review within the right-of-way. This involved a visual site reconnaissance and a review of available data provided by the MDEQ. Project updates now call for the acquisition of permanent land easements outside the ROW. As such, the acquisition of properties requires the completion of a full Phase I Environmental Site Assessment (ESA). The ESA shall be conducted in accordance with the Mississippi Department of Environmental Quality, United States Environmental Protection Agency, Local, State, and Federal regulations.

The scope below includes a full Phase I ESA. Should findings determine that additional investigations need to take place, i.e soil sampling & analysis, groundwater sampling and analysis (Phase II ESA), a soils management plan, and/or a worker safety plan, these items will be determined, and scope provided at a later date.

The Phase I ESA scope of services described in this proposal addresses the due diligence procedures and methodology presented in ASTM E 1527-13. The purpose of the Phase I ESA is to provide the following:

1. An identification of Recognized Environmental Conditions (RECs) as defined in ASTM E 1527-13, 1.1.1
2. An opinion of the impacts on the property resulting from conditions identified during the investigation, by a qualified Environmental Professional (EP) (ASTM E 1527-13, 12.6)
3. An opinion, by a qualified EP, on the need for additional investigations (ASTM E 1527-13, 12.6.1)
4. A statement consistent with ASTM E 1527-13, 12.13, on the qualifications of the EP and the suitability of the Phase I ESA to meet the requirements of the All Appropriate Inquiry Rule, CFR 40 312.

Kimley-Horn's scope of services for conducting the Phase I ESA consists of the tasks set forth below. The following tasks only refer to that information that is defined as reasonably ascertainable (ASTM E 1527-13, 6.2.1).

Sub-Task 1 - Records Review

This task will be conducted by Kimley-Horn consistent with ASTM E 1527-13, 8.0 and will consist of the following:

1. *Record Search* – An environmental/hazardous materials database search will be ordered from EDR (<https://edrnet.com/>) which will encompass the minimum search distances listed in ASTM E1527-13, 8.2.1. This report will be reviewed for known and suspect contaminated sites. Where available, local environmental agency, and other local governmental authority files, as defined in ASTM E 1527-13, 8.2.2.1 may be reviewed, if the EP determines the files to be reasonably ascertainable and relevant to the successful completion of the Phase I ESA.
2. *IC/EC Registries* – Kimley-Horn will review readily available databases on institutional and engineering (IC/EC) controls and Activity Use Limitations (AULs).
3. *Title Search and Judicial Records* – Kimley-Horn will review these documents as provided by the Client.
4. *Aerial Photograph Review* – Kimley-Horn will retrieve and examine readily available historical aerial photographs of the site and the surrounding vicinity.

Aerial photographs will be researched to the earliest date that is reasonably obtainable.

5. *Review of Local City Directories and Historical Maps* – Kimley-Horn will obtain and review readily available historical city directories, fire insurance maps, and historical topographic maps.
6. *Other Historical Sources* – Should Kimley-Horn determine that other non-traditional sources may provide information relevant to the completion of the Phase I ESA; these sources will be reviewed and documented.

Sub-Task 2 Site Reconnaissance

Kimley-Horn will conduct a site reconnaissance consistent with ASTM E 1527-13, 9.0. The Site Reconnaissance will be non-invasive. We will not collect and/or analyze any samples. We assume that we will be allowed appropriate access to all areas of the site and that the site reconnaissance shall be conducted as a single event. Should, an additional site reconnaissance be required due to access limitations, the additional site reconnaissance shall be considered additional services.

Sub-Task 3 - Interviews

Consistent with ASTM E 1527-13, 10.5.2.3 and 10.5.4 Kimley-Horn will make a reasonable attempt to conduct the following interviews:

1. Kimley-Horn will attempt to interview current and past owners, operators and occupants of the property that have or are likely to have material information regarding uses, physical characteristics and the potential for RECs at the subject property consistent with ASTM E 1527-13 sections 10.5.1, 10.5.2, 10.5.2.1, 10.5.2.2, and 10.5.4.
2. In the case of abandoned properties as defined in ASTM E 1527-13, 3.2.1, where there is evidence of uncontrolled access or unauthorized uses, Kimley-Horn will attempt to interview current neighboring or nearby property owners (ASTM E 1527-13, 10.5.5).
3. Kimley-Horn will attempt to interview one or more of the following state or local agencies as defined in ASTM 1527-13, 11:
 - a) Local fire department
 - b) Local health agency
 - c) Local environmental regulatory agency

Sub-Task 4 - Report Preparation

Upon completion of the aforementioned sub-tasks, Kimley-Horn will prepare a summary report of the results of the Phase I ESA as outlined in Appendix X4 of ASTM E 1527-13 and in accordance with the MDEQ Environmental Procedures Manual. Kimley-Horn will provide the report to the Client in electronic format (portable document format).

User-Provided Information

The following information shall be provided by the User/Client, the accuracy of which Kimley-Horn will be entitled to rely upon. This information is required for the Client to meet the requirements of the Landowner Liability Protections (LLPs) (ASTM E 1527-13, 1.1 and 3.2.49) and for Kimley-Horn to conduct the Phase I ESA consistent with ASTM E 1527-13. This information is required prior to the site reconnaissance.

1. A completed ASTM User Questionnaire
 2. Copy of the title documentation and/or judicial records pertaining to environmental liens and AULs, along with a summary of actual knowledge of the Client of AULs or environmental liens
 3. If applicable, reason for significant reduction in purchase price of the subject property
 4. Any specialized knowledge and/or experience relating to RECs in connection with the subject and adjacent properties
 5. All environmental reports available for the property
 6. Commonly known or reasonably ascertainable information that the Client is aware of relevant to RECs associated with the property
- Other information that is required by Kimley-Horn for completion of the Phase I but not for application to the LLPs is as follows:
1. Site address and location
 2. Property owner and operator contact names and telephone numbers
 3. Site plans showing property boundaries and improvements
 4. List of tenants
 5. Access to all areas of the site

Threatened and Endangered Species Assessment

It is not anticipated that a Threatened and Endangered Species Assessment will be required for this project due to the project occurring in an urban setting. If a Threatened and Endangered Species Assessment is deemed necessary by the Client, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Noise Studies

Given the current scope of work, this project is understood to classify as a Type III project under FHWA guidelines. Type III projects do not require a noise analysis.

Relocation Assessments

No business, residential or non-profit organization displacements are anticipated with the construction of the proposed project. If a Relocation Assessment is deemed necessary for this project, this service can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Farmland Assessment

Given the project is located within the urban setting, it is assumed that coordination with the Natural Resource and Conservation Service (NRCS) will not be required. If farmland resources are identified and coordination with the NRCS is deemed necessary by the Client, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

ACRONYM DEFINITION

AASHTO	American Association of State Highway and Transportation Officials
BOP	Beginning of Project
CBR	California Bearing Ratio
CD	Collector/Distributor Road
CLOMR	Conditional Letter of Map Revision
CPT	Cone Penetrometer
EOP	End of Project
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GLO	General Land Office
GPS	Global Positioning System
ITS	Intelligent Transportation Systems
LCNOI	Large Construction Notice of Intent
LOMR	Letter of Map Revision
LPA	Local Public Agency
LRFD	Load Resistance Factor Design
MDOT	Mississippi Department of Transportation
MSE	Mechanically Stabilized Earth
MUTCD	Manual on Uniform Traffic Control Devices
NFIP	National Flood Insurance Program
NWI	National Wetland Inventory
OHWM	Ordinary High Water Marks
PDM	Project Development Manual
ROW	Right-of-Way
RQD	Rock Quality Designation
SMD	MDOT Survey-Maps/Deeds Section
SOP	Standard Operating Procedures
TO	Transportation Operations
USACE	United States Army Corps of Engineers
USFW	United States Fish and Wildlife Service
USGS	United States Geological Survey
WRP	Wetland Reserve Program

Summary

Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Kimley-Horn and Associates
08.31.2020

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Environmental	119		\$5,352.73	\$10,418.55	\$32.65	\$15,803.94	\$2,723.00	\$1,892.55	\$20,419.49
Cultural Resources	474	\$35,731.28							\$35,731.28
Total	593	\$35,731.28	\$5,352.73	\$10,418.55	\$32.65	\$15,803.94	\$2,723.00	\$1,892.55	\$56,150.77

Grand Total	\$56,150.77
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Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

Environmental Sheet
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Kimley-Horn and Associates
08.31.2020

MDOT Process Description	Item	No.	Estimated Hours								Total Hours	Notes
		Sheets	Senior Environmental Planner	Environmental Planner	Senior Environmental Scientist	Environmental Scientist	Labor Classification	Labor Classification	Labor Classification	Labor Classification		
Environmental Project Management and Subconsultant Coordination												Original scope and fee did not include management for cultural resource subconsultant: New South Associates
Project Management and Subconsultant Coordination			16.0								16.0	
Conduct Phase 1 Hazardous Materials Survey												Original scope and fee was for a Modified Phase 1 due to no easements or ROW being necessary at the time. Since project is now requiring utility assessments, a Phase 1 will now be prepared.
Hazardous Materials				15.0		40.0					55.0	
Prepare D-List Categorical Exclusion												Due to utility assessments being required for the project now, preparation of a D-List Categorical Exclusion is required instead of the originally scoped C-List or Programmatic Categorical Exclusion. A D-List Categorical Exclusion requires FHWA review approval as well as additional documentation within the NEPA document itself.
Prepare Graphics (tables, figures)					8.0						8.0	
Write & Format Reevaluation			4.0		8.0						12.0	
Internal Quality Review and Submittal			4.0								4.0	
Revise and Finalize D-List CE												
Revise Reevaluation - (Assumes 3 Rounds of Comments from Starkville, MDOT, and FHWA)			4.0		16.0						20.0	
Internal Quality Review and Submittal			4.0								4.0	
Quality Control												
Total Hours			32.0	15.0	32.0	40.0					119.0	
Raw Labor Rates			\$63.39	\$66.87	\$32.60	\$31.95	\$0.00	\$0.00	\$0.00	\$0.00		
Labor Cost			\$ 2,028.48	\$ 1,003.05	\$ 1,043.20	\$ 1,278.00					5,352.73	
							Overhead	%	194.64%		\$10,418.55	
							Fixed Fee	%	12.00%		\$1,892.55	
							FCCM Overhead	%	0.61%		\$32.65	
							Direct Costs:	Qty.	Unit Price ¹			
								Mileage	600.0	\$0.58	\$345.00	
								Meals	4.0	\$46.00	\$184.00	
								Lodging	2.0	\$97.00	\$194.00	
								Postage				
								Supplies				
								Reproductions				
								Other	1.0	\$2,000.00	\$2,000.00	
										Database Report		

Cultural Resources
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
New South Associates
08.31.2020

MDOT Process Item Description	No.	Estimated Hours								
	Sheets	Project Manager	Sr. Historian	Historian	GIS Specialist	Editor	Graphics Specialist	Labor Classification	Labor Classification	Total Hours
Task 1										
Planning and Administration		2.0	4.0							6.0
Background Research			12.0		4.0					16.0
GIS Parcel Map			8.0		24.0					32.0
Task 2										
Planning and Administration		4.0	12.0							16.0
Background Research			24.0	24.0	16.0					64.0
Architectural History Field Survey			24.0	32.0						56.0
History Report		4.0	32.0	136.0	16.0	8.0	24.0			220.0
MDAH Survey Site Forms			4.0	30.0			30.0			64.0
Total Hours		10.0	120.0	222.0	60.0	8.0	54.0			474.0

Raw Labor Rates	\$81.75	\$35.75	\$24.80	\$32.30	\$30.35	\$34.25	\$0.00	\$0.00	
Labor Cost	\$ 817.50	\$ 4,290.00	\$ 5,505.60	\$ 1,938.00	\$ 242.80	\$ 1,849.50			14,643.40
						Overhead	%	107.45%	\$15,734.33
						Fixed Fee	%	12.00%	\$3,645.33
						FCCM Overhead	%	0.50%	\$73.22
						Direct Costs:	Qty.	Unit Price ¹	
						Mileage	1200.0	\$0.58	\$690.00
						Meals	10.0	\$46.00	\$460.00
						Lodging	5.0	\$97.00	\$485.00
						Supplies			\$0.00
						Reproductions			\$0.00
						Other			\$0.00

¹ See State Travel Handbook

Total Direct Costs: \$1,635.00

Prime Total \$35,731.28

Subconsultant A	
Subconsultant B	
Subconsultant Total	

Project Total \$35,731.28

ASSUMPTIONS

- Project involves the development and implementation of an \$18.3 million federally-funded BUILD Discretionary Grant revitalization project along the MS-182 (US 82)/MLK Drive Corridor
- Project requires Section 106 compliance with MDOT Local Programs and FHWA as lead Federal agency
- Project is within existing right-of-way (ROW) but may include easements
- Project includes improvements to this historically African American business corridor, located two blocks north of the Downtown Commercial Business District
- Project involves improvements to infrastructure such as stormwater, brownfields, pedestrian access, and underutilized blighted areas
- Project will install ADA-compliant pedestrian sidewalks, bikeways, crosswalks, street trees, pedestrian lighting and seating, underground utilities, 5G wireless microcells (8), permeable paving, bioretention cells, replacement culverts, grassed buffers, tree wells, pocket parks, new curb and gutters, and signage
- Project begins at Intersection with North Long Street and ends at Intersection with Old West Point Road
- The Area of Potential Effects (APE) for history is defined as the project site and adjacent properties along the 1.4-mile corridor
- Background research will consist of remote review of the architectural history survey files at the Mississippi Division of Archives & History (MDAH)
- Section 4(f) de minimis use documentation cost is included
- Project does not include archaeology

HISTORY

- The study corridor is located in a historically African American section of Starkville, located two blocks north of the Downtown Commercial Business District
- Based on review of online MDAH survey data, Google Maps, and City of Starkville data, we anticipate the APE contains approximately 50-60 architectural resources, most of which were previously surveyed as part of a recent recon-level survey completed by the City of Starkville
- Based on review of online MDAH survey data, the APE includes four NRHP-listed resources: Greensboro Street Historic District, Odd Fellows Cemetery (African American), Downtown Starkville Historic District, and Lampkin-Owens-Kraker House
- The APE contains the eastern half of the proposed Old Hwy 82 Historic District, which was recommended NRHP-eligible as part of the recent recon survey; the draft recon survey report recommends that the APE contains approximately 50 resources - 35 contributing and 15 non-contributing
- The APE contains a former service station at 206 MLK Drive that the MDAH determined NRHP-eligible in 2018
- The APE also contains the MS 182 (US 82) road corridor, Henderson-Ward Elementary School (African American), and the University Motel (Johnny Cash), which have not been formally evaluated for NRHP-eligibility
- Assuming the historian records 20 resources per day the survey should require 3 person days plus travel time
- Assuming the senior historian makes one trip to assist with fieldwork and assess effects/Section 4(f)
- History requires MDAH survey site forms for all newly surveyed resources (~55)
- Task 1 will prepare a preliminary GIS parcel map showing anticipated NRHP resources in relation to the project
- Task 2 will prepare a single Survey/NR Evaluation and Assessment of Effects report (Draft and Final)
- Task 3, if applicable, will prepare Section 4(f) de minimis use documentation (Draft and Final)

11. CONSIDERATION OF SUPPORT FOR A JOINT UNIVERSITY-COUNTY-CITY PARTNERSHIP APPLICATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT WHICH PROPOSES A PATH CONNECTING THE PROPOSED BUILD GRANT TO COLLEGEVIEW DRIVE.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of support for a joint University-County-City partnership application for a Transportation Alternatives Program Project which proposes a path connecting the proposed BUILD grant to Collegeview Drive” is enumerated, this consent item is thereby approved.

A full cost estimate has not yet been completed but the total project is not anticipated to exceed \$1 Million. The obligation for each entity is expected to be approximately \$67,000. The proposed project entails a path extending from the termini of the BUILD grant (approximately at Old West Point Road) and extending east along Hwy 182 and then through undeveloped MSU property to connect to Collegeview Street. MSU will be the lead agency for this application since the City currently has an active project and the County recently was the lead for Locksley Way.

12. CONSIDERATION OF ACCEPTANCE OF AUGUST, 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “acceptance of August, 2020 Financial Statements” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION TO HIRE ALEXIS ROBINSON AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Alexis Robinson as a Deputy Court Clerk in the Municipal Court Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF AUTHORIZATION TO HIRE LEE UPCHURCH AS A RECORDS CLERK IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Lee Upchurch as a Records Clerk in the Starkville Police Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF AUTHORIZATION TO HIRE BRADY HAYNES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

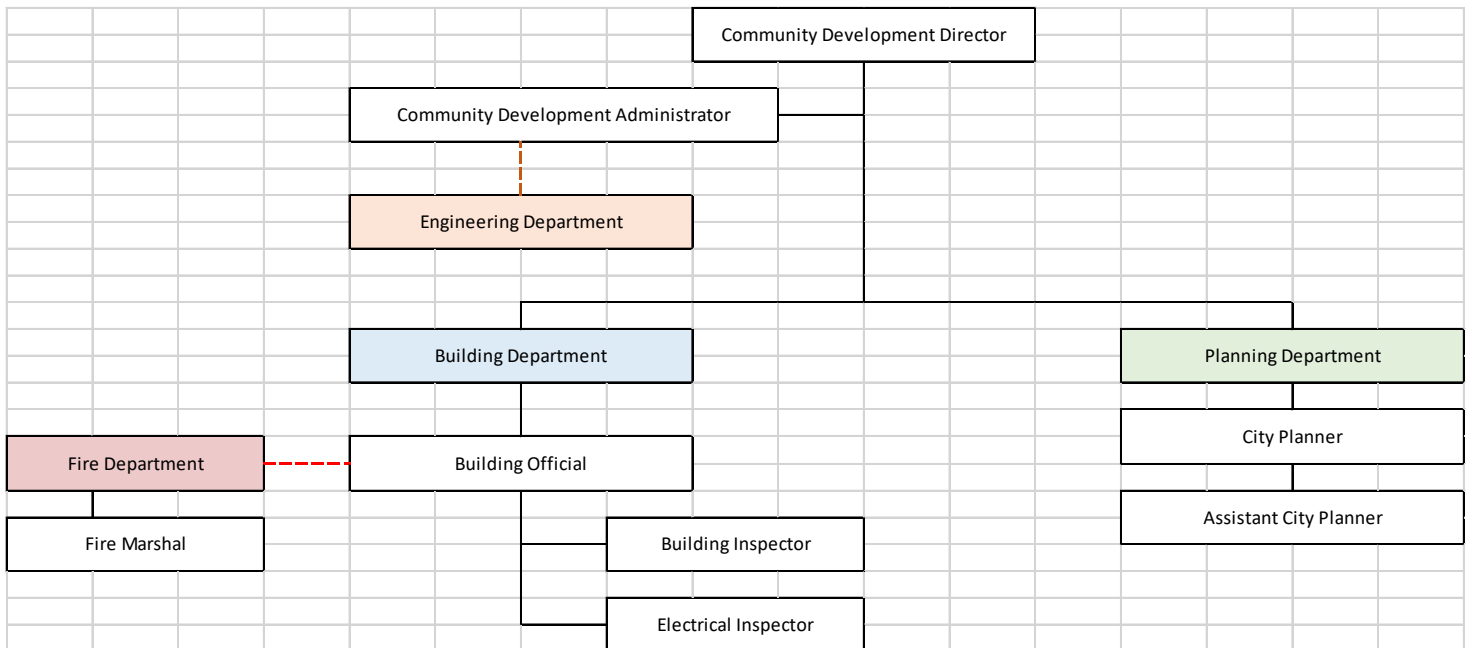
Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Brady Haynes as an Apprentice Lineman in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF AUTHORIZATION TO HIRE STEIN MCMULLEN AS A BUILDING OFFICAL IN THE COMMUNITY DEVELOPMENT DEPARTMENT WITH DUAL RESPONSIBILITIES AS A FIRE MARSHAL IN THE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Stein McMullen as a Building Offical in the Community Development Department with dual responsibilities as a Fire Marshal in the Fire Department” is enumerated, this consent item is thereby approved.



Org Chart:





CITY OF STARKVILLE JOB DESCRIPTION

Title: Building Official/Fire Marshal
Reports to: Director
Date Prepared: September 15, 2019

Department: Community Development
Classification: Exempt, Salary Grade 16
Approved by Board: _____

GENERAL POSITION SUMMARY:

The Building Official work involves participating in the review of a variety of building plans for new construction, alterations, renovation and repair work to determine if plans, workmanship, and materials conform to relevant building codes. Reviews plans and specifications for compliance with established codes. Maintains building plan files.

ESSENTIAL JOB FUNCTIONS:

- Plans, organizes and directs the activities of building and fire inspectors engaged in the enforcement of codes regulating the construction or alteration of buildings, the condition and occupancy of housing; fire prevention inspections and arson investigations.
- Review detailed plans and specifications for building construction, alteration, demolition, or moving compliance with building, electrical, plumbing, gas, and mechanical inspections.
- Supervise, train, direct, and evaluate direct reports; address employee concerns and problems.
- Manage, oversee and participate in the development of work plans; assignment of work activities, and monitor the work flow of building inspectors.
- Make recommendations of code interpretation and requirements; assist building inspectors in properly interpreting plans and specifications.
- Coordinates with Fire Department and the Community Development Department to assist in the timely review and the issuance of permits.
- Manage the permitting process for all building construction; ensures functions are handled in a timely manner; develops and oversees customer service guidelines for the permitting process.
- Review blueprints, architectural drawings, engineering drawings, plan revisions, specifications, and related construction documents.
- Assist with field inspections; review inspections and decisions when unusual circumstances exist including determining if projects are in compliance with laws, regulations and ordinances.
- Maintain building plan files and review routing records; initiates and coordinates the routing of plans for review by various departments.
- Make recommendations on updating various building construction codes and ordinances.
- Prepare periodic records and reports. Update policies and procedures; perform research and maintain building permit records and generate building activity reports.
- Confer with architects, engineers, contractors, owners, and other project proponents in regard to policies, design and materials in building plans to provide assistance with building code and plan submittal information.
- Manage complex, highly visible, sensitive and/or controversial projects. Review and approve building plan submittals; Oversees final inspection for construction projects for issuance of Certificates of Occupancy and Certificates of Completion.
- Review and enforce requirements for fire flow and proper placement of fire hydrants. Conduct fire investigation and inspection.
- Serve as Americans with Disabilities Act (ADA) Coordinator to ensure all structural and building conditions remain compliant.
- Perform other duties as assigned or directed.



KNOWLEDGE, SKILLS AND ABILITIES:

- Considerable knowledge of all major types of building construction, materials, equipment, and practices.
- Considerable knowledge of municipal, building, and related codes and ordinances.
- Knowledge of modern developments, current literature, and sources of information in the field of municipal building inspection.
- Knowledge of construction plans and specifications.
- Knowledge of office procedures, methods, and equipment including computers and applicable software applications.
- Knowledge of Applicable laws, regulations, codes, department policies, governing assigned technical engineering duties.
- Skills in handling multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities
- Computer and software skills to include permitting software, Microsoft Office Suite and the ability to interpret computerized data.
- Ability to understand and interpret building construction plans, diagrams, blueprints, and specifications and relate them to construction processes.
- Ability to detect and locate defects in building plans and building construction work underway, and to ascertain the stages at which these can be most easily and safely remedied.
- Ability to analyze and compile technical and statistical information and prepare reports.
- Ability to interpret and apply state and local policies, procedures, laws, codes, and regulations.
- Ability to understand and interpret conceptual plans and project planning documents.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to Establish and maintain effective working relationships with other employees, engineers, architects, and the general public.

EDUCATION AND/OR EXPERIENCE REQUIRED:

- Associate's degree or a minimum of two years college training in a Construction Management, Engineering, or similar related field. A combination of equivalent education and experience likely to provide the required knowledge, skills and abilities may be considered.
- Certified Building Official (CBO) or Fire Marshal certification from the International Code Council (ICC) or the ability to obtain such certification within three (3) years.
- A minimum of 5 years of progressively responsible building related experience, including two years of experience in a supervisory capacity.
- Must possess a valid Mississippi Driver's License and acceptable MVR.

PREFERRED QUALIFICATIONS AND EXPERIENCE:

- Bachelor's Degree in Engineering, Construction Management, Construction Technology or similar related field.
- Master Code Professional (MCP) certification from the International Code Council (ICC); Certified Floodplain Manager (CFM); Fire Inspector certification from ICC and NFPA (National Fire Protection Association).

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

The job is performed both indoors and outdoors in all types of weather conditions. Work exposes the employee to hazards of construction sites including dangers of moving heavy equipment, inclement weather conditions, and high noise levels. Work requires regular physical activities such as walking, climbing, crawling, standing,



stooping, bending, and operation of a motor vehicle. May be required to lift objects weighing up to 50 pounds without assistance.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.
The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.
Regular and consistent attendance is a condition of continuing employment.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

A drug screen is required for this position.

17. REQUEST AUTHORIZATION TO AWARD SOUTHERN ELECTRIC CORP. OF MISSISSIPPI THE CONTRACT FOR PURCHASE AND INSTALLATION OF THE LED LIGHTING AND CAMERA SYSTEM FOR THE CORNERSTONE SPORTS COMPLEX FIELDS 1-10 AND THE T-BALL AREA IN THE AMOUNT OF \$1,809,397.14, THE LOWEST AND BEST BID RECEIVED.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the award to Sports Field Lighting and Sports Camera Broadcasting system for fields 1 – 10, and the T-Ball Area in the amount of \$1,809,397.14, the lowest and best bid received” is enumerated, this consent item is thereby approved. (Agreement follows this page)

18. REQUEST AUTHORIZATION OF FY20-21 STARKVILLE FACILITY USE AGREEMENT WITH STARKVILLE ACADEMY GIRL’S AND BOY’S SOCCER TEAMS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the FY 20-21 Starkville Facility Use Agreement with Starkville Academy Girls’ and Boys’ Soccer Teams” is enumerated, this consent item is thereby approved. (Agreement follows the Southern Electric Corp agreement)

19. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM REGAL CHEMICAL TO PURCHASE 40 ACRES OF FERTILIZER TO BE APPLIED TO SPORTS FIELDS IN THE AMOUNT OF \$8,000.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Regal Chemicals to purchase fertilizer to be applied to sports fields in the amount of \$8,000.00” is enumerated, this consent item is thereby approved.

Two Quotes Received:	H & H Turf Solutions, Woodland, MS	\$8,560.00
	Regal Chemicals	\$8,000.00

20. REQUEST AUTHORIZATION TO PURCHASE A 72 INCH LAZER MOWER FROM POWERSTROKE EQUIPMENT, THE LOWEST BID, AT A COST OF \$8,779.00 AND TO DECLARE THE CURRENT 72 INCH MOWER SURPLUS AND SELL ON GOVDEALS.COM.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 72 inch mower from Powerstroke Equipment, the lowest bid, at a cost of \$8,779.00 and to declare the current 72 inch mower surplus and sell on GovDeals.com” is enumerated, this consent item is thereby approved.

Two Quotes Received:	EverGreen Ag	- \$8,854.23
	PowerStroke	- \$8,779.00

21. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CONSTRUCTION FOR THE TRIM CANE LIFT STATION REHABILITATION.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for construction for the Trim Cane Lift Station Rehabilitation” is enumerated, this consent item is thereby approved.

CONTRACT

CORNERSTONE SPORTS PARK CITY OF STARKVILLE

This Contract, made this the 15th day of September, 2020, by and between City of Starkville, Mississippi, hereinafter called "Owner" and Southern Electric Corporation of Mississippi, doing business as an Electrical Contractor, located in Flowood, MS, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete the Cornerstone Sports Park Athletic Field Lighting and Sports Broadcasting Camera system for Fields 1 – 10 and the T-Ball area in accordance with the Contract Documents and the Contract Drawings.
2. The Contractor shall complete the work required by the Contract Documents within 300 calendar days, unless the period for completion is extended otherwise by the Contract Documents. The Contractor agrees to pay, as liquidated damages, the sum of Five-Hundred Dollars (\$ 500.00) for each calendar day that he/she shall be in default in attaining Completion of Work within the time stipulated.

Special Damages- In addition to the amounts provided for liquidated damages, expenses and other losses, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

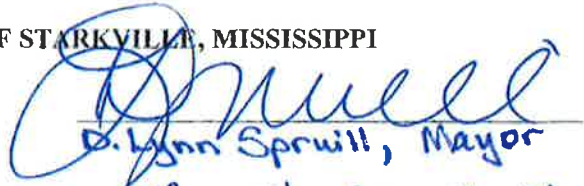
3. The term "CONTRACT DOCUMENTS" means and includes Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The Contractor agrees to furnish all equipment and labor in place and to faithfully complete all necessary work required by the CITY OF STARKVILLE, in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the Owner, under the direct observation of and to the complete satisfaction of the Owner, or his authorized representatives, and in accordance with the Laws of the State of Mississippi, for which the Owner hereby agrees to pay and the Contractor agrees to accept the unit pricing shown in the proposal complete in place, recorded by the Owner or his representative therefore as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed, as needed by the Owner for full compensation for furnishing all equipment and labor, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damages, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work; including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of One Million eight hundred nine thousand three hundred ninety- seven and 14/100 dollars (\$ 1,809,397.14).
 7. Attached hereto and made a part of this Contract is a Payment Bond executed by a Surety Company doing business in the State of Mississippi, in the sum of One Million eight hundred nine thousand three hundred ninety- seven and 14/100 dollars (\$ 1,809,397.14).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner shall pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in five (5) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF STARKVILLE, MISSISSIPPI

BY:


D. Lynn Spruill, Mayor

ATTEST:


Bessie Hardin, City Clerk



Contractor


Southern Electric Corporation of Mississippi

BY:


R. Steve Weaver, president



CORPORATE CERTIFICATE

I, Joann Sprayberry certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that R. Steve Wever, who signed said Contract on behalf of the Contractor was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Joann Sprayberry
Secretary



GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The full name and address of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts, or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names shall appear in the body of the Bond with the recital that they are partners, composing a firm, naming it; and all the members of the firm shall execute the bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal of surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as shall show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Southern Electric Corporation of Mississippi, Inc.

(Name of Contractor)

4374-A Mangum Drive, Flowood, MS 39232

(Address of Contractor)

a Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

RLI Insurance Company

(Name of Surety)

9025 N Lindbergh Drive, Peoria, IL 61615

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF STARKVILLE, MISSISSIPPI

(Name of Owner)

110 WEST MAIN STREET, STARKVILLE, MS 39759

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million Eight Hundred Nine Thousand Three Hundred Ninety Seven and 14/100***, (\$1,809,397.14***) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated 15th day of September, 2020 a copy of which is hereto attached and made a part hereof for:

CORNERSTONE SPORTS PARK

CITY OF STARKVILLE

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same any lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or

other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this statement is executed in 5 counterparts, each one of which shall be deemed an original, this the 28th day of September, 2020.

ATTEST:

James Spangher
Principal Secretary

Witness as to Principal
4374-A Mangum Drive, Flowood, MS 39232
(Address)

Southern Electric Corporation of Mississippi, Inc.
Principal
BY *R. Steve Weaver*
R. Steve Weaver, President
4374-A Mangum Drive, Flowood, MS 39232
(Address)

ATTEST:

Anne Bush
Witness as to Surety
1621 S University Blvd, Suite B3, Mobile, AL 36609
(Address)

RLI Insurance Company
Surety
BY *B. Doyle Campbell*
Attorney-in-Fact B. Doyle Campbell
9025 N Lindbergh Drive, Peoria, IL 61615
(Address)

NOTE:

Date of BOND must not be prior to date of CONTRACT
If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of July, 2020.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 27th day of July, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this day of , .

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

Southern Electric Corporation of Mississippi, Inc.

(Name of Contractor)

4374-A Mangum Drive, Flowood, MS 39232

(Address of Contractor)

a _____ Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

RLI Insurance Company

(Name of Surety)

9025 N Lindbergh Drive, Peoria, IL 61615

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF STARKVILLE, MISSISSIPPI

(Name of Owner)

110 WEST MAIN STREET, STARKVILLE, MS 39759

(Address of Owner)

hereinafter called OWNER in the penal sum of One Million Eight Hundred Nine Thousand Three Hundred Ninety Seven and 14/100***, (\$1,809,397.14****) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated 15th day of September, 2020, a copy of which is hereto attached and made a part hereof for:

CORNERSTONE SPORTS PARK

CITY OF STARKVILLE

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract of to the WORK of to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this the 23rd day of September, 2020.

ATTEST:

Joanna Spagnoli
Principal Secretary

Witness as to Principal
4374-A Mangum Drive, Flowood, MS 39232
(Address)

Southern Electric Corporation of Mississippi, Inc.

BY *R. Steve Weaver* Principal
R. Steve Weaver, President
4374-A Mangum Drive, Flowood, MS 39232
(Address)

ATTEST:

Amal Baskin
Witness as to Surety
1621 S University Blvd, Suite B3, Mobile, AL 36609
(Address)

RLI Insurance Company

BY *B. Doyle Campbell* Surety
Attorney-in-Fact B. Doyle Campbell
9025 N Lindbergh Drive, Peoria, IL 61615
(Address)

NOTE:

Date of BOND must not be prior to date of CONTRACT
If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of July, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 27th day of July, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover

Catherine D. Glover

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary

CERTIFICATE OF SUFFICIENCY

I, Chris Latimer, Attorney for CITY OF STARKVILLE, MISSISSIPPI, do hereby certify that I have examined this agreement, the bonds and evidence of insurance offered by the Contractor and find them to be properly executed, adequate and sufficient.

By: 
(Attorney)

Date: 10-6-20

ATTEST 
(Name)

10-6-2020
(Date)

NOTICE OF AWARD

September 15, 2020

Southern Electric Corporation of MS
Mr. Chris Juarez
4374 – A Mangum Drive
PO Box 320398
Flowood, MS 39232

RE: Cornerstone Sports Complex Lighting & Camera Project

Dear Chris Juarez:

The City of Starkville has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal in the amount One Million Eight-Hundred nine thousand three-hundred ninety-seven Dollars and 14 Cents (\$1,809,397.14).

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten calendar days from date of delivery of this Notice to you. We have enclosed one copy of the necessary contract forms and bond forms. Please return five original signed sets of these documents to the office of Lesa Hardin, Starkville City Hall, 110 West Main Street, Starkville, MS 39759.

If you fail to execute said Contract and to furnish said Bonds within ten days from the date of delivery of this Notice, the Owner shall be entitled to consider all rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner shall be entitled to such other rights as may be granted by Law.

You are requested to return an acknowledged copy of this Notice of Award directly to Lesa Hardin, Starkville City Hall, 110 West Main Street, Starkville, MS 39759. One complete executed copy of the Contract shall be returned for your use.

Sincerely,

Lynn Spruill
Mayor City of Starkville

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Southern Electric Corporation of Mississippi this the
day of

September 23,

2020.

BY:



R. Steve Weaver

TITLE:

President



STARKVILLE PARKS AND RECREATION DEPARTMENT LONG TERM FIELD USE AGREEMENT

This is an agreement by and between the CITY OF STARKVILLE, a Mississippi Municipal Corporation hereinafter referred to as the "City", by and through its authorized representative, and STARKVILLE ACADEMY, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from August 2020 to March 2021 with Starkville Academy Girls and Boys' Soccer Teams. The City will permit the User to use one multi-use field located at the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, hereinafter referred to as the "Field" for the purposes of practices and games for the Starkville Academy Girls and Boys' Soccer team. The City shall have the option to terminate this Agreement at any time with or without cause with board approval.

1.2 The schedule of field dates and times are subject to change at the discretion of the City. The City will attempt to provide the User a 24 hours' notice if changes occur. Based on review of the 2020 Girls Soccer Team Schedule consisting of 3-5 practices per week through October 10th, 2020 and 7 home games scheduled for August 27th 2020, August 31st 2020, September 3rd 2020, September 8th 2020, September 10th 2020, September 24th 2020, and September 29th 2020, both parties have reviewed and approved the requested Field dates. The User will provide the City a 2020-2021 Boys' Soccer Team Schedule, to review, at least twenty (20) days before the season begins.

1.3 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.

1.4 The User shall pay the City the amount of Four-thousand, one-hundred and no/100 Dollars (\$4,100.00) for the terms identified within this agreement.

1.5 The User shall pay the City the full payment by September 30th, 2020. Payment may be made by credit card or check in person at the Sportsplex, or by mailing a check to 405 Lynn Lane, Starkville, MS 39759.

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

- a) Locking doors to the storage rooms and restrooms after use.
- b) Picking up ground litter from field and surrounding areas, prior to leaving after each use of the field daily.
- c) Ensuring all team head coaches and assistant coaches have background checks conducted within 30 days prior to the start of the season. A copy of all background checks should be provided to the City no later than September 25, 2020, and will only be valid for this agreement.
- d) The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Field during the term of this Agreement when the field is being used by the User. This applies, but is not limited, to any and all persons

associated with the User who use the field or who attend the User's events at the field during the term of the agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the field and for any and all related damages as set forth herein.

e) To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Field and provide the City contact information for the individual assigned, no later than the week prior to the first practice.

f) 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.

g) 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 by September 25, 2020.

h) The User hereby agrees to refrain from any activity in relation to use of the Field 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.

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

a) All fields will be marked and goals will be set by noon on the day of all home games.

b) Cleaning and stocking restrooms.

c) Determining whether the Field will be open or closed for the User's use because of inclement weather, damage to the Field, and other unforeseen acts. The City will communicate with the User by 3:00 p.m. on day of game or practice on field condition.

2. INSURANCE REQUIREMENTS

2.1 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 Field & the activities associated with the use of the Field 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 the City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance & shall not contribute to it.

3. USE OF FACILITY KEYS

3.1 The City will issue one GMK key to the designated on-site supervisor to use for the entire season. This key will be signed out by the City Administrative Assistant no later than the day of the first practice. This key opens the storage room where lights are located, and the restrooms. The keys may not be reproduced or duplicated by the User. The User agrees to sign the key back over to the City, within five working days after the last use of the Field. Upon failure to return the key, the User will pay a \$500 fine to the City.

4. INDEMNIFICATION

4.1 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.

5. RELEASE

5.1 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.

6. MISCELLANEOUS TERMS

6.1 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.

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

6.3 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.

6.4 Both parties must agree on any amendment made to the contract. The user has the right to cancel the contract at any time, but will not be refunded. Any requested refund must be presented by the User, to the Mayor and Board of Alderman for approval.

6.5 Any amendment to this contract must be done in writing and agreed upon by the parties.

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

22. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO APPROVE AMENDMENT NO.1 TO VOLKERT TASK ORDER NO. 3-2018 FOR THE CONSTRUCTION PHASE SERVICES OF THE WASTEWATER TREATMENT PLANT (WWTP) BIOSOLIDS IMPROVEMENTS NOT TO EXCEED \$75,000.00 DUE TO THE NEED TO INCREASE THE CONSTRUCTION PERIOD.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to approve Amendment No.1 to Task order No. 3-2018 for the construction phase services of the WWTP Biosolids Improvements not to exceed \$75,000.00 due to the need to increase the construction period” is enumerated, this consent item is thereby approved. Amendment follows this page.

24. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE PLEASANT ACRES SUMMARY CHANGE ORDER FOR THE PLEASANT ACRES INFRASTRUCTURE REHABILITATION PROJECT WITH THE NET INCREASE OF \$85,760.16.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the Pleasant Acres summary change order for the Pleasant Acres infrastructure rehabilitation project with the net increase of \$85,760.16” is enumerated, this consent item is thereby approved. Change order follows Amendment to Task Order.

25. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM WM. W. MEYER AND SONS, INC. TO PURCHASE A TUTHILL PD PLUS BLOWER FOR THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$8,651.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Wm. W. Meyer and Sons, Inc. to purchase a Tuthill PD Plus Blower for the Wastewater Treatment Plant in the amount of \$8,651.00” is enumerated, this consent item is thereby approved.

2 Quotes Received:	Meyer & Sons, Inc.	\$ 8,651.00
	Lamb’s Machine Works	\$10,014.00

**STARKVILLE UTILITIES
CITY OF STARKVILLE, MISSISSIPPI
TASK ORDER NO. 03-2018
AMENDMENT NO. 1**

**ERNEST E. JONES WASTEWATER TREATMENT FACILITY
BIOSOLIDS IMPROVEMENTS**

This Task Order Amendment is to be performed in accordance with the provisions of the Agreement for Professional Services entered into the 3rd day of October, 2017, by and between Starkville Utilities, City of Starkville, Mississippi, hereafter referred to as the OWNER, and Volkert, Inc., hereafter referred to as the Consultant and Task Order No. 03-20188.

WHEREAS, each of said parties represents that it continues to have authority to execute this Task Order Amendment and that all certifications previously made in said agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement and Task Order under the additional terms and conditions as are herein stated:

1. Phase 2 – Construction Phase Services – Fee

Due to the extended duration of the construction contract, both parties agree to extend the Consultant provided construction phase services for the additional contract time to December 31, 2020 for an increase of \$75,000 in the approved construction phase services fee. Additional construction phase services beyond December 31, 2020 may be provided for additional fee.

Original approved fee for Construction Administration and Resident Project Representative (Part Time): \$198,000

Revised approved fee for Construction Administration and Resident Project Representative (Part Time): **\$273,000**

So, executed and agreed this _____ day of _____, 2020.

ATTEST:

STARKVILLE UTILITIES

CITY OF STARKVILLE, MISSISSIPPI

Name/Title

General Manager

ATTEST:

VOLKERT, INC.

ShaShunda Williams

Name/Title *ShaShunda Williams*
Administrative Assistant

Mark C. McConnell

Mark McConnell
Vice President

CHANGE ORDER

(Instructions on reverse side)

No. 1 Final

PROJECT: City of Starkville – Pleasant Acres Subdivision Water/Sewer Replacement

DATE OF ISSUANCE: 8/31/20 EFFECTIVE DATE: 9/15/20

OWNER: City of Starkville, Mississippi

OWNER's Contract No. _____

CONTRACTOR: 4D Construction, Inc. ENGINEER: Clearwater Consultants, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Adjust contract quantities to final amounts used in completion of work;
Additional work required during construction; Additional contract time for weather

Reason for Change Order: Adjust contract quantities to match actual quantities used; Add additional work completed to Contract; Additional contract time for wet weather

Attachments : Final Summary of Work Completed; Summary of Additions to Contract (Attachment "A")

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>980,188</u>	Original Contract Times Substantial Completion <u>May 17, 2019</u> Ready for final payment <u>June 16, 2019</u> Days or dates
Net changes from previous Change Order No: <u>-</u> to No: <u>-</u> \$ <u>0.00</u>	Net change from previous Change Orders No: <u>-</u> to No: <u>-</u> <u>N/A</u>
Contract Price prior to this Change Order \$ <u>980,188</u>	Contract times prior to this change order Substantial Completion <u>May 17, 2019</u> Ready for final payment: <u>June 16, 2019</u> days or dates
Net Increase of this Change Order \$ <u>+85,760.15</u>	Net Increase of this Change Order <u>446 / 472</u> Days
Contract Price with all approved Change Orders \$ <u>1,065,948.15</u>	Contract Times with all approved Change Orders Substantial Completion: <u>August 5, 2020</u> Ready for final payment: <u>September 30, 2020</u> days or dates

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 09/08/20

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 9/8/2020

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

ATTACHMENT "A"
City of Starkville, Mississippi
Pleasant Acres Subdivision
Water / Sewer Replacement
Final and Summary Change Order
Adjustment of Final Contract Quantities

Bid Item Number	Bid Item Description	Units	Original Contract Quantity	Final Contract Quantity	Unit Price	Original Contract Price	Final Contract Price	Increase (+) or Decrease (-) in Contract Price
Section 1 Gravity Sewer Items								
1	Stone Bedding	tons	25	0	\$70.00	\$1,750.00	\$0.00	-\$1,750.00
2	Select Borrow Material	cy	1200	510	\$20.00	\$24,000.00	\$10,200.00	-\$13,800.00
3	Clay Gravel	cy	25	0	\$20.00	\$500.00	\$0.00	-\$500.00
4	610 Crushed Stone	tons	573	1801.07	\$68.00	\$38,964.00	\$122,472.76	\$83,508.76
5	Washed Gravel	cy	25	0	\$30.00	\$750.00	\$0.00	-\$750.00
6	Stone Rip Rap	tons	30	0	\$105.00	\$3,150.00	\$0.00	-\$3,150.00
7	Silt Fence	lf	1000	885	\$2.95	\$2,950.00	\$2,610.75	-\$339.25
8	Hay Bales	each	100	25	\$8.00	\$800.00	\$200.00	-\$600.00
9	Erosion Control Blanket	sy	1000	0	\$5.00	\$5,000.00	\$0.00	-\$5,000.00
10	48" Diameter Sanitary Sewer Manhole (0'-6' cut)	each	22	12	\$1,500.00	\$33,000.00	\$18,000.00	-\$15,000.00
11	48" Diameter Sanitary Sewer Manhole (6'-8' cut)	each	11	22	\$1,800.00	\$19,800.00	\$39,600.00	\$19,800.00
12	48" Diameter Sanitary Sewer Manhole (8'-10' cut)	each	5	7	\$2,400.00	\$12,000.00	\$16,800.00	\$4,800.00
13	8" Diameter Sanitary Sewer Cleanout (0'-8' Depth)	each	4	4	\$1,050.00	\$4,200.00	\$4,200.00	\$0.00
14	8" PVC Gravity Sewer (0'-6' cut)	lf	4170	3456.8	\$27.00	\$112,590.00	\$93,333.60	-\$19,256.40
15	8" PVC Gravity Sewer (6'-8' cut)	lf	1200	1930.6	\$30.00	\$36,000.00	\$57,918.00	\$21,918.00
16	8" PVC Gravity Sewer (8'-10' cut)	lf	350	289.2	\$36.00	\$12,600.00	\$10,411.20	-\$2,188.80
17	10" PVC Gravity Sewer (0'-6' cut)	lf	810	432	\$30.00	\$24,300.00	\$12,960.00	-\$11,340.00
18	12" PVC Gravity Sewer (6'-8' cut)	lf	675	383.15	\$36.00	\$24,300.00	\$13,793.40	-\$10,506.60
19	12" PVC Gravity Sewer (8'-10' cut)	lf	650	669.77	\$42.00	\$27,300.00	\$28,130.34	\$830.34
20	16" PVC Encasement Open Cut	lf	150	0	\$100.00	\$15,000.00	\$0.00	-\$15,000.00
21	18" PVC Encasement Open Cut	lf	50	0	\$115.00	\$5,750.00	\$0.00	-\$5,750.00
22	20" PVC Encasement Open Cut	lf	50	0	\$140.00	\$7,000.00	\$0.00	-\$7,000.00
23	4" PVC Service Lines	lf	2450	1822	\$15.00	\$36,750.00	\$27,330.00	-\$9,420.00
24	Gravity Sewer Service Connections at Sewer Main (4")	each	98	95	\$250.00	\$24,500.00	\$23,750.00	-\$750.00
25	Asphalt Surface Repairs	sf	1040	0	\$15.00	\$15,600.00	\$0.00	-\$15,600.00
26	Concrete Surface Repairs	sf	3250	7849.7	\$14.00	\$45,500.00	\$109,895.80	\$64,395.80
27	12" Open Trench Crossing	lf	50	73	\$95.00	\$4,750.00	\$6,935.00	\$2,185.00
28	10" Open Trench Crossing	lf	50	36	\$85.00	\$4,250.00	\$3,060.00	-\$1,190.00
29	8" Open Trench Crossing	lf	110	148	\$85.00	\$9,350.00	\$12,580.00	\$3,230.00
30	8" Drop Manhole Piping and Connection (8'-10' cut)	each	1	0	\$2,500.00	\$2,500.00	\$0.00	-\$2,500.00
31	Closure of Existing Manholes	each	0	0	\$850.00	\$0.00	\$0.00	\$0.00
Gravity Sewer Subtotals						\$554,904.00	\$614,180.85	\$59,276.85

ATTACHMENT "A"
City of Starkville, Mississippi
Pleasant Acres Subdivision
Water / Sewer Replacement
Final and Summary Change Order
Adjustment of Final Contract Quantities

Bid Item Number	Bid Item Description	Units	Original Contract Quantity	Final Contract Quantity	Unit Price	Original Contract Price	Final Contract Price	Increase (+) or Decrease (-) in Contract Price
Section 2 Potable Water Distribution System								
32	Stone Bedding	tons	0	0	\$70.00	\$0.00	\$0.00	\$0.00
33	Select Borrow Material	cy	800	0	\$20.00	\$16,000.00	\$0.00	-\$16,000.00
34	Clay Gravel	cy	0	0	\$20.00	\$0.00	\$0.00	\$0.00
35	610 Crushed Stone	tons	260	318.41	\$68.00	\$17,680.00	\$21,651.88	\$3,971.88
36	Washed Gravel	tons	0	0	\$30.00	\$0.00	\$0.00	\$0.00
37	Stone Rip Rap	tons	0	0	\$105.00	\$0.00	\$0.00	\$0.00
38	Silt Fence	lf	1000	670	\$2.95	\$2,950.00	\$1,976.50	-\$973.50
39	Hay Bales	each	100	8	\$8.00	\$800.00	\$64.00	-\$736.00
40	Erosion Control Blanket	sf	1000	0	\$5.00	\$5,000.00	\$0.00	-\$5,000.00
41	C900 DR21 - 6" PVC Water Main	lf	7010	7112	\$18.00	\$126,180.00	\$128,016.00	\$1,836.00
42	DR 21- 2 Inch Diameter PVC Water Main	lf	380	675	\$15.00	\$5,700.00	\$10,125.00	\$4,425.00
43	6" Diameter Water Main Open Cut Street Crossing	lf	250	114	\$50.00	\$12,500.00	\$5,700.00	-\$6,800.00
44	Road Bore and 1 1/2" PVC Casing	lf	1510	1108	\$24.00	\$36,240.00	\$26,592.00	-\$9,648.00
45	12" PVC Encasement (Open Cut)	lf	250	389	\$75.00	\$18,750.00	\$29,175.00	\$10,425.00
46	3/4" HDPE Sewer Service Lines	lf	4410	4458	\$6.00	\$26,460.00	\$26,748.00	\$288.00
47	Potable Water Service Taps at Water Main (3/4")	each	98	110	\$175.00	\$17,150.00	\$19,250.00	\$2,100.00
48	Asphalt Road Surface Repairs	sf	900	0	\$15.00	\$13,500.00	\$0.00	-\$13,500.00
49	Concrete Surface Repairs	sf	3600	3600	\$13.34	\$48,024.00	\$48,024.00	\$0.00
50	2" x 6" Blow Off Assembly	each	2	3	\$750.00	\$1,500.00	\$2,250.00	\$750.00
51	2" Gate Valves and Boxes	each	3	4	\$600.00	\$1,800.00	\$2,400.00	\$600.00
52	6" Gate Valves and Boxes	each	23	13	\$850.00	\$19,550.00	\$11,050.00	-\$8,500.00
53	8" X 6" tap	each	1	1	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00
54	6" X 6" tap	each	1	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
55	New 6" Fire Hydrant Installation	each	8	8	\$1,500.00	\$12,000.00	\$12,000.00	\$0.00
56	Removal, Cleaning and Storage of Existing Fire Hydrants	each	0	0	\$750.00	\$0.00	\$0.00	\$0.00
57	6" - 90 Degree Bend	each	1	2	\$500.00	\$500.00	\$1,000.00	\$500.00
58	6" - 45 Degree Bend	each	1	10	\$500.00	\$500.00	\$5,000.00	\$4,500.00
59	6" - 11 1/4 Degree Bend	each	1	2	\$500.00	\$500.00	\$1,000.00	\$500.00
60	6" - 22 1/2 Degree Bend	each	1	6	\$500.00	\$500.00	\$3,000.00	\$2,500.00
61	6" MJ Wye	each	1	2	\$600.00	\$600.00	\$1,200.00	\$600.00
62	6" MJ Tee	each	1	10	\$600.00	\$600.00	\$6,000.00	\$5,400.00
63	2" - 90 Degree Bend	each	1	0	\$200.00	\$200.00	\$0.00	-\$200.00
64	2" - 45 Degree Bend	each	1	0	\$200.00	\$200.00	\$0.00	-\$200.00
65	2" - Tee	each	1	0	\$200.00	\$200.00	\$0.00	-\$200.00
66	Permanent Erosion Control	acre	5	5	\$3,400.00	\$17,000.00	\$17,000.00	\$0.00
67	Implementation of Stormwater Pollution Prevention Plan	ls	1	1	\$16,500.00	\$16,500.00	\$16,500.00	\$0.00
			Water Distribution Subtotals			\$425,284.00	\$401,922.38	-\$23,361.62

ATTACHMENT "A"
City of Starkville, Mississippi
Pleasant Acres Subdivision
Water / Sewer Replacement
Final and Summary Change Order
Adjustment of Final Contract Quantities

Item Number	Item Description	Units	Original Contract Quantity	Final Contract Quantity	Unit Price	Original Contract Price	Final Contract Price	Increase (+) or Decrease (-) in Contract Price
Change Order Number 1								
1	Add 48" Sanitary Sewer Manhole (10'-12' Depth)	each	0	1	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
2	Add 8" PVC Sanitary Sewer (10'-12' cut)	lf	0	30	\$40.00	\$0.00	\$1,200.00	\$1,200.00
3	Add 10" PVC Gravity Sewer (6'-8' cut)	lf	0	193	\$35.00	\$0.00	\$6,755.00	\$6,755.00
4	Add 12" PVC Gravity Sewer (0'-6' cut)	lf	0	247.64	\$34.00	\$0.00	\$8,419.76	\$8,419.76
5	Add 12" PVC Gravity Sewer (10'-12' cut)	lf	0	30.92	\$48.00	\$0.00	\$1,484.16	\$1,484.16
6	Add Installation of Sod at Removed Fire Hydrants	ls	0	1	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00
6	Raise manhole	ls	0	1	\$500.00	\$0.00	\$500.00	\$500.00
7	4" Cleanout	each	0	4	\$650.00	\$0.00	\$2,600.00	\$2,600.00
8	6" PVC Sewer	lf	0	65	\$16.00	\$0.00	\$1,040.00	\$1,040.00
9	Connect Existing 2" water line to 6" water line	each	0	1	\$1,200.00	\$0.00	\$1,200.00	\$1,200.00
10	6 Inch Sewer Tap	each	0	1	\$1,400.00	\$0.00	\$1,400.00	\$1,400.00
11	6 Inch Cleanout	each	0	1	\$700.00	\$0.00	\$700.00	\$700.00
12	Closure of Existing Manholes	each	0	7	\$850.00	\$0.00	\$5,950.00	\$5,950.00
13	Removal, Cleaning and Storage of Existing Fire Hydrants	each	0	8	\$750.00	\$0.00	\$6,000.00	\$6,000.00
73	12" Steel Encasement Open Cut	lf	0	31	\$120.00	\$0.00	\$3,720.00	\$3,720.00
49	Concrete Surface repairs (differential costs)	sf	0	3600	\$0.66	\$0.00	\$2,376.00	\$2,376.00
			Change Order 1 Subtotal			\$0.00	\$49,844.92	\$49,844.92

Project Totals		\$980,188.00	\$1,065,948.15	\$85,760.15
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Summary Of Project Costs	
Original Contract	\$980,188.00
Previous Change Orders	0.00
Previous Contract Price	\$980,188.00
Net Increase This Change Order	\$85,760.15
Final Contract Amount	\$1,065,948.15

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill encouraged everyone to complete their census. Census numbers determine funding for schools and roads as well as determining the number of Representatives each state will have.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with the stress people are dealing with due to Covid and encouraged everyone to help their neighbors.

Everett Kinard, East Gillespie Street, asked that the Board and Police look into means of reducing the traffic on this street as well as stricter enforcement of the noise and speed laws in the area.

PUBLIC APPEARANCE:

FISCAL YEAR 9/30/19 AUDIT PRESENTATION BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD, PLLC, ACCEPTANCE OF AUDIT AND CONSIDERATION OF AGREEMENT OF FISCAL YEAR 9/30/20 AUDIT SERVICES.

Randy Scrivner of Watkins, Ward and Stafford, PLLC presented an overview of the 9/30/19 audit. He stated that the City is strong and stable. The fund balance at 9/30/19 was approximately 15%. A strong fund balance is necessary for a city to be prepared for a disaster or any downturn in economy. This is the fourth straight year with no findings or deficiencies. A clean opinion audit helps with grant points as well as bond and loan interest rates. He discussed the effects of the Covid Pandemic on the timeliness of the audit. The full written document will be delivered as soon as possible.

26. CONSIDERATION OF ACCEPTING THE FISCAL YEAR 2019 AUDIT.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to accept the Fiscal Year 2019 audit. 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: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

27. CONSIDERATION OF AN AGREEMENT WITH WATKINS, WARD AND STAFFORD, PLLC FOR FISCAL YEAR 2020 AUDIT SERVICES.

Alderman Sistrunk, duly seconded by Alderman Carver, offered a motion to enter into an agreement with Watkins, Ward and Stafford, PLLC for Fiscal Year 2020 audit services. 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: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

PUBLIC HEARINGS: None

28. REQUEST APPROVAL OF LW 20-01 REQUEST FOR LANDSCAPE WAIVER APPROVAL FROM TREE PROTECTION AND PERIMETER PARKING LOT LANDSCAPE REQUIREMENTS AT 600 HIGHWAY 12 WEST IN A C ZONING DISTRICT WITH PARCEL NUMBER 102F-00-053.00.

The applicant Zach Foster, of Neel-Schaffer, Inc. on behalf of Castle Properties, is requesting 3 landscape waivers for a proposed shopping center development located at 600 Highway 12 West in a C zoning district. The applicant is designing a proposed shopping center located at the current site of Garan Inc. The applicant submitted a site plan for review by the Development Review Committee (DRC). The project was reviewed by the DRC at the July 16, 2020 meeting. Issues with the landscaping and tree protection requirements were discussed. The applicant chose to apply for a waiver from the requirements instead of a redesign of the site plan. The applicant is requesting 3 landscape waivers from 2 sections of the Unified Development Code:

Waiver requests:

1. Tree Protection in Building Setback- Section 16.7.4.
2. Canopy Trees in Perimeter Island along southern property line- Section 14.6.2.
3. Continuous Row of Shrubs planted along entire length of the perimeter island- Section 14.6.2.

Alderman Little, duly seconded by Alderman Carver, offered a motion to approve LW 20-01: Landscape Waiver approval from tree protection and perimeter parking lot landscape requirements at 600 Highway 12 West in a C zoning district with the condition that an attractive privacy fence shall be installed with greenery in the form of shrubs or vines be planted on the north side of the fence to break up the aesthetics of the retaining wall.

The Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

Alderman Walker, duly seconded by Alderman Sistrunk, then offered a motion to approve LW 20-01: Landscape Waiver request for items 2 and 3 with the following two conditions:

1. An attractive privacy fence shall be installed with greenery in the form of shrubs or vines be planted on the north side of the fence to break up the aesthetics of the retaining wall
2. Trees located within the building setback for the northern property lines shall be saved in accordance with section 16.7.

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: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

29. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 8, 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 644,794.58
Restricted Fire Fund	003	41,733.93
Airport Fund	015	3,468.65
Sanitation	022	32,285.26
Industrial Park Bond	303	2,441.62
BUILD Grant	377	70,421.25
Park Bonds 2020	380	663,759.32
Sub Total Before Utilities		\$ 1,458,904.61
Utilities Dept.	SED	1,994,437.33
Total Claims	Total	\$ 3,453,341.94

30. CONSIDERATION 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 Vaughn, 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 Hamp Beatty	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.

31. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of a personnel matter related to a grievance hearing regarding the job performance of an employee in the Parks Department and a personnel matter related to an informal hearing related to the job performance of an employee in the Sanitation and Environmental Services Department. Following a second by Alderman Vaughn, 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 Hamp Beatty	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 personnel matter related to a grievance hearing regarding the job performance of an employee in the Parks Department and a personnel matter related to an informal hearing related to the job performance of an employee in the Sanitation and Environmental Services Department. At this time, the Board entered Executive Session.

32. MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion to return to open session. Alderman Little seconded the motion and the Board voted as follows to return to open session:

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: 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.

33. MOTION TO DENY GRIEVANCE OF A PARK EMPLOYEE.

Alderman Little offered a motion to deny the grievance of park employee Timothy Neal. Alderman Carver 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 Hamp Beatty	Voted: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

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

34. CONSIDERATION OF ELIMINATING A POSITION (SECRETARY) AND RESTRUCTURING OF THE SANITATION/ ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Sistrunk offered a motion to eliminate a position (secretary) and restructure the Sanitation / Environmental Services Department upon the recommendation of Department Head Calvin Ware. Alderman Little 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 Hamp Beatty	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.

35. MOTION TO ADJOURN UNTIL OCTOBER 6, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until October 6, 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: 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 _____ 2020.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)



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

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William B. Stagers, CPA
Michael W. McCully, 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
Jerry L. Gammel, CPA
Michael C. Knox, CPA
Clifford P. Stewart, CPA
Edward A. Maxwell, CPA

September 10, 2020

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, 2020. 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, 2020. 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:

Management's Discussion and Analysis.

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:

Combining Balance Sheet by Activity – General Fund.

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 2020 Preliminary planning field work (4 auditors) – a more detailed information request will be provided to the City Clerk at the conclusion

December 2020 Audit field work including Starkville Water Department (4 auditors)

April 2021 Presentation of governmental funds in draft format to the Board

May 2021 Meeting with the Board of Alderman to present final audit report

Any modifications to this time frame must be agreed to in writing. WWS will communicate via email 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 May 31, 2021.

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.

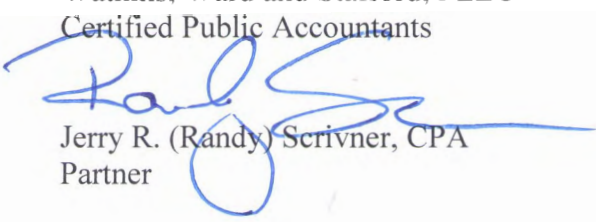
Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$35,500 (City \$29,500, Starkville Water Department \$6,000). 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: _____

Management signature: _____

Title: City Clerk

Date: _____



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*

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