

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 21, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 21, 2023 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Alderman Sandra Sistrunk, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and Deputy City Clerk Joanna McLaurin. Aldermen Ben Carver appeared telephonically.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

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

Alderman Brooks offered a motion, duly seconded by Alderman Sistrunk, to approve the November 21, 2023 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
Alderman Mike Brooks	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 and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, NOVEMBER 21, 2023
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

**CONSIDERATION OF THE MINUTES OF THE NOVEMBER 3, 2023 WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN.**

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 7, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN.

V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR’S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARINGS**

IX. **MAYOR’S BUSINESS**

A. CONSIDERATION OF APPROVING THE CONTRACT FOR THE SHARED USE OF THE TENNIS COURTS LOCATED ON THE GROUNDS OF THE STARKVILLE HIGH SCHOOL.

X. **BOARD BUSINESS**

THERE ARE NO ITEMS FOR THIS AGENDA

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 23-08: A REQUEST FOR FINAL PLAT APPROVAL FOR “BELLAMARE SUBDIVISION” ON THE WEST SIDE OF HIGHWAY 12 EAST APPROXIMATELY 940’ SOUTH OF EAST GARRARD ROAD IN A C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING CHANGE ORDER #2 FOR AN INCREASE OF \$12,056.22 TO THE CONSTRUCTION CONTRACT WITH KILLEN CONTRACTORS FOR THE OFF-CORRIDOR 13KV ELECTRICAL IMPROVEMENTS FOR HIGHWAY 182 REVITALIZATION.

2. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFER FOR THE DESIGN OF THE OLD MAYHEW RECLAMATION & REALIGNMENT PROJECT.

3. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH

BURNS COOLEY DENNIS, INC. IN THE AMOUNT OF \$12,000.00 TO COMPLETE ROADWAY BORINGS FOR THE HIGHWAY 182 REVITALIZATION PROJECT.

4. CONSIDERATION OF APPROVING THE AMENDMENT TO THE 2023 STREET IMPROVEMENT PROJECT STREET LISTING.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 13, 2023 FOR FISCAL YEAR ENDING 9/30/24, 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 THE OCTOBER 2023 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CHIEF YARBROUGH TO TRAVEL TO RIDGELAND, MS TO ATTEND THE 2024 MID-WINTER MISSISSIPPI FIRE CHIEFS CONFERENCE JANUARY 30 – FEBRUARY 1, 2024 AT AN APPROXIMATE COST OF \$650.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TYLER JEFFERSON AND DYLAN COLEMAN AS FULL TIME SANITATION WORKERS.
2. REQUEST AUTHORIZATION TO HIRE ROBERT ATKINS AS A BILLING & METER SYSTEM SUPERVISOR IN STARKVILLE UTILITIES.
3. REQUEST AUTHORIZATION TO HIRE SAMANTHA GOZA AS A BUSINESS SERVICE MANAGER IN STARKVILLE UTILITIES.
4. REQUEST AUTHORIZATION TO HIRE RENARDO PRATER AS A SANITATION WORKER.
5. REQUEST APPROVAL OF THE PROMOTION OF NICHOLAS PEARSON TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE EDDIE HEARD, JR. AS A NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE JACKSON FRENCH AND JOHN AUSTIN SMITH AS NON-CERTIFIED POLICE OFFICERS.
8. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY COO/HRD NAV ASHFORD AS A RESULT OF A DISCIPLINARY ISSUE FOR A CITY OF STARKVILLE EMPLOYEE.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO MUTUALLY RESCIND THE CONTRACT WITH LIVE WIRE ELECTRIC FOR ELECTRICAL HOOKUPS IN THE SPORTSPLEX CENTER FOR THE GYM CURTAIN AND REQUOTE THE PROJECT.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST PERMISSION TO ACCEPT A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$3,750.00, WITH A LOCAL MATCH OF \$1,250.00.
- b. REQUEST APPROVAL TO REPLACE THE EXISTING RUPTURED HEAT EXCHANGER AT THE LOWEST QUOTE FROM BRISLIN, INC. OPTION 2 – NAVIEN NP 210S2 TANKLESS WATER HEATER AT A COST OF \$7,550.00.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE THE SOLE SOURCE QUOTE FROM H&R AGRI-POWER FOR REPAIRS TO THE WWTP KUBOTA TRACTOR IN THE AMOUNT OF \$6,339.82.
2. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM CENTRAL PIPE FOR MATERIALS FOR THE OLD WEST POINT ROAD WATERLINE REPLACEMENT PROJECT IN THE AMOUNT OF \$88,147.23.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 5, 2023 @ 5:30 IN THE COURT ROOM, 110 WEST MAIN STREET.

Consent items 2 –23:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 3, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the November 3, 2023 Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 7, 2023 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the November 7, 2023 Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO APPROVE THE CONTRACT FOR THE SHARED USE OF THE TENNIS COURTS LOCATED ON THE GROUNDS OF THE STARKVILLE HIGH SCHOOL.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the contract for the shared use of the tennis courts located on the grounds of the Starkville High School” is enumerated, this consent item is thereby approved.

TENNIS COMPLEX USE AND MANAGEMENT AGREEMENT

This agreement is entered into by and between the CITY OF STARKVILLE, MISSISSIPPI ("City") and the STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT ("School District").

WHEREAS, the parties believe that public tennis courts on the campus of Starkville High School, managed and maintained by the School District, but with collective input by the City, will allow economies of scale, resulting in a tennis complex superior to what any party could construct and maintain alone, and that represents the most economic use of funds, and the most efficient provision of services and facilities in a manner that will best serve the needs of the entire community.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and covenant as follows:

1. The School District and the City agree that the School District shall manage and maintain the tennis complex under the terms and conditions more fully described below.
2. This agreement shall commence on January 1, 2024, and run through December 31, 2028. Thereafter, for a single automatic renewal period of 5 years.
3. The tennis complex located on the campus of Starkville High School is a public facility. It will be operated, managed and maintained for the use and benefit of the Starkville High School tennis team and the general public. It will not be necessary for any person desiring to play on the tennis courts to be a member of any organization or club. Except as set out herein below at least one court shall be made available on a first come-first served basis, and such court may not be reserved in advance by any person or group.

4. Notwithstanding any other provision of this Agreement, the Starkville High School tennis team shall have priority for use of the tennis courts for scheduled practices, matches and tournaments. The dates and times of those practices, matches and tournaments will be posted on the court registration system maintained on the Starkville Parks and Recreation website. During those times the Starkville High School tennis team shall have exclusive access to all courts in the tennis complex. In the event a match or tournament is by necessity rescheduled, the Starkville High School tennis team shall give notice of all such changes on the court registration system maintained at the Starkville Parks and Recreation website as soon as practicable. Similarly, the City may use all of the courts in the tennis complex for a tournament so long as the tournament is scheduled on the court registration system maintained on the Starkville Parks and Recreation website no less than two (2) weeks in advance, and so long as the tournament sought to be scheduled by the City does not conflict with a scheduled practice, match or tournament for the Starkville High School tennis team.

5. The Parties agree to work together to schedule and organize the use of the courts. This collaboration is the best process to assure the highest quality tennis courts, while at the same time having courts which are available for public use.

6. The School District shall be responsible for the care and maintenance of the tennis complex in a first-class condition. However, the City shall contribute to the regular upkeep of the facility. Costs to cover periodic renovation and maintenance of court surfaces and associated facilities, such as lights, sprinklers, fencing and the like, will be shared equally by the City and the School District with such opportunities for additional funding being pursued through community sources. In exchange, the School District grants to the City access to the tennis complex as governed herein. This access shall survive the termination of this Agreement. The cost of

renovation and maintenance of the tennis complex will be reviewed by the parties periodically. The estimated annual cost will be determined by the parties after reviewing the costs and expenses of operating the complex and bargaining in good faith to arrive at an appropriate estimate. The City shall provide utilities to the tennis complex at a cost and arrangement consistent with how it provides utilities to other School District athletic properties.

7. The Parties shall share administrative responsibility for the day-to- day scheduling and operation of the tennis complex. All members of the public may play on the courts regardless of sex, race, creed, color, religion, marital status, handicap, or national origin. Normal hours of operation of the tennis complex shall be from 6:00 a.m. to 9:00p.m. daily. These hours of operation may be altered for special situations. For example, the time for play may be extended during tournaments, or courts may be closed due to conditions that would endanger players or damage courts, and at times when weather makes play impossible or unsafe.

8. The parties may adopt reasonable rules and regulations for the use of the facility, which rules and regulations will not be so burdensome upon the public as to have a chilling effect on the public use of the complex. Those rules and regulations may include the following provisions:

- A. Persons desiring to play tennis at the complex shall sign up for a court on the court registration system maintained on the Starkville Parks and Recreation website.
- B. Possession or use of drugs or alcohol at the complex is prohibited.
- C. No smoking is allowed at the complex.
- D. No profane or vulgar language is allowed at the complex.
- E. Priority reservations will be as follows: 1) the Starkville High School tennis team for matches, practice and tournaments; 2) the general public.

F. No priority exists for general daily play. Courts shall be reserved on a first scheduled-first reserved basis.

9. Nothing in this agreement shall be construed to create a partnership or a joint venture between the parties as to the care, maintenance, or operation of the tennis complex.

10. The City relinquishes and discharges the School District, and their 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 City's use of the tennis complex whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

11. The School District relinquishes and discharges the City, and their 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 School District's use of the tennis complex whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

12. If either party desires to terminate this agreement with or without cause prior to the end of the existing agreement and automatic renewal period, notice of such termination shall be provided 90 days prior to such termination. Any improvements made by the City shall be amortized for the period of the agreement and adjusted for potential compensation to the City with the courts remaining as the improved property of the School District.

12. This agreement contains the entire agreement and understanding between the parties. All prior understandings, terms or conditions are deemed merged into this agreement. This

agreement may not be changed orally or informally, but only by an agreement in writing and executed by all the parties hereto, having first been spread upon the minutes of the Mayor and the Board of Aldermen of the City of Starkville and the Board of Trustees of the Starkville Oktibbeha Consolidated School District.

13. Neither this agreement, nor any obligation of any party hereunder, is assignable in whole or in part.

14. Miscellaneous provisions:

A. This agreement shall be construed and enforced according to the laws of the State of Mississippi.

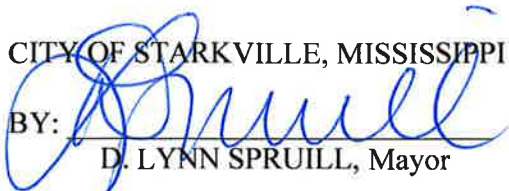
B. In construing this agreement feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural titles shall be substituted for singular and singular for plural in any place in which the content so requires.

C. The covenants, terms, conditions, provisions, and undertakings in this agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

D. If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

WITNESS OUR SIGNATURES, this the 22 day of November, 2023

CITY OF STARKVILLE, MISSISSIPPI

BY: 

D. LYNN SPRUILL, Mayor

ATTEST:

LESA HARDIN
City Clerk

(SEAL)

STARKVILLE OKTIBBEHA CONSOLIDATED
SCHOOL DISTRICT

BY: _____
JAMILA TAYLOR, President, Board of
School Trustees

ATTEST:

DR. TONY MCGEE
Superintendent

(SEAL)

ATTEST:

CYNDI SULLIVAN, Secretary

5. CONSIDERATION TO APPROVE FP 23-08: A REQUEST FOR FINAL PLAT APPROVAL FOR “BELLAMARE SUBDIVISION” ON THE WEST SIDE OF HIGHWAY 12 EAST APPROXIMATELY 940’ SOUTH OF EAST GARRARD ROAD IN A C ZONING DISTRICT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of FP 23-08: a request for final plat approval for “Bellamare Subdivision” on the west side of highway 12 east approximately 940’ south of east Garrard Road in a C zoning district” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVING CHANGE ORDER #2 FOR AN INCREASE OF \$12,056.22 TO THE CONSTRUCTION CONTRACT WITH KILLEN CONTRACTORS FOR THE OFF-CORRIDOR 13KV ELECTRICAL IMPROVEMENTS FOR HIGHWAY 182 REVITALIZATION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the change order #2 for an increase of \$12,056.22 to the construction contract with Killen Contractors for the off-corridor 13kv electrical improvements for Highway 182 revitalization” is enumerated, this consent item is thereby approved.



November 2, 2023

Sent by Email

Chris Williams, P.E.
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

Re: Change Order #2
Construction of Highway 182 Off-Corridor 13 kV Electric Distribution Improvements
City of Starkville

Chris,

Please find enclosed a copy of Change Order #2. This Change Order ADDS \$12,056.22 to the Contract Sum for Work with a cost breakdown as follows:

- Add and delete Work as shown on the attached Change Order Detail Sheet as directed during construction of the project by Field Order. This change INCREASES the Contract Sum by \$523.82. This change does not impact the Contract Time.
- Add \$11,532.70 to the Contract Sum for Owner requested change from preformed ties to armor rods on poles supporting 336.4 kCMIL or 477.0 kCMIL ACSR phase conductors. This change does not impact the Contract Time.

Please have this Change Order signed and dated with original blue ink signatures and return it to me via email. Feel free to contact me if you have any questions.

Best regards,

ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell, P.E.
President

Enclosures

cc: Edward Kemp, P.E.
Mary Williams, P.E.
File P/N 101E3143



Contract Administration G701 Change Order

(Instructions on the reverse side)

Distribution List:

Owner X
Architect X
Contractor X
Field _____
Other _____

PROJECT (Name and address):

Construction of Off-Corridor 13 kV Electrical
Improvements for Highway 182 Revitalization

TO CONTRACTOR (Name and address):

Killen Contractors, Inc.
167 Gulde Road
Brandon, MS 39042

CHANGE ORDER NUMBER: 002

DATE: October 29, 2023

ARCHITECT'S PROJECT NUMBER: 101E3143

CONTRACT DATE: May 10, 2022

CONTRACT FOR: Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Refer to Exhibit "A".

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 1,581,222.96
The net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,581,222.96
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 12,056.52
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 1,593,279.48
The Contract Time will be (increased) (decreased) (unchanged) by Zero (0) days.	
The date of Substantial Completion as of the date of this Change Order therefore is	July 30, 2023

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Atwell & Gent, P.A.

ARCHITECT (Firm name)

309 University Drive

ADDRESS

Starkville, MS 39759

Jeffrey Atwell

BY (Signature)

Jeffrey Atwell

(Typed name)

10/29/2023

DATE

Killen Contractors, Inc.

CONTRACTOR (Firm name)

167 Gulde Road

ADDRESS

Brandon, MS 39042

William R. Vaughan IV

BY (Signature)

William R. Vaughan IV

(Typed name)

11-02-2023

DATE

City of Starkville

OWNER (Firm name)

City Hall, 110 West Main Street

ADDRESS

Starkville, MS 39759

Lynn Spruill

BY (Signature)

Lynn Spruill

(Typed name)

11/22/23

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

AIA Document G701 Change Order © 2001 The American Institute of Architects • Washington, DC • www.aia.org • **WARNING:** Reproduction, unlicensed photocopying or substantial quotation of the material herein without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

**CONSTRUCTION OF OFF-CORRIDOR 13 KVELECTRICAL IMRPOVEMENTS
FOR HIGHWAY 182 REVITILIZATION PROJECT
CITY OF STARKVILLE
STARVKILLE, MISSISSIPPI**

**EXHIBIT "A"
PROJECT NO.: 101E3135
OCTOBER 29, 2023**

- A. Add and delete Work as shown on the attached Change Order Detail Sheet as directed during construction of the project by Field Order. This change INCREASES the Contract Sum by \$523.82. This change does not impact the Contract Time.
- B. ADD \$11,532.70 to the Contract Sum for Owner requested change from preformed ties to armor rods on poles supporting 336.4 kCMIL or 477.0 kCMIL ACSR phase conductors. Refer to attached letter and supporting backup.

7. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFER FOR THE DESIGN OF THE OLD MAYHEW RECLAMATION & REALIGNMENT PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the professional services agreement with Neel-Schaffer for the design of the Old Mayhew reclamation & realignment project” is enumerated, this consent item is thereby approved.



November 10, 2023

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

**RE: OLD MAYHEW ROAD RECLAMATION & EAST LEE INTERSECTION REALIGNMENT
STARKVILLE PROJECT REF # 23024**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above referenced project. NSI proposes to perform these services hourly, not-to exceed the following limits per scope:

	Old Mayhew Road Reclamation	Old Mayhew Road @ East Lee Boulevard T-Intersection Realignment	Old Mayhew Road @ East Lee Boulevard Roundabout
Design	\$85,000	\$70,000	\$45,000
Bidding	\$10,000	\$5,000	
CE&I	\$46,000	\$45,000	

All services proposed herein will be performed in accordance with the General Terms and Conditions in Exhibit B, and our hourly rates will utilize our raw wage rates times a 2.9 labor mark-up (LMU). NSI will bill you monthly based on the amount of work completed, and upon receipt of your acceptance, we will proceed with the services.

This Letter Agreement, consisting of one page; Exhibit A, consisting of seven pages; and Exhibit B, consisting of three pages represent the entire agreement between the City of Starkville and Neel-Schaffer, Inc. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,
NEEL-SCHAFFER, INC.

Kevin Stafford, P.E.
Vice President

ACCEPTED: CITY OF STARKVILLE

BY:

DATE:

11/22/23

P: 662.268.7966 | F: 662.268.7961

1115 Stark Road
Starkville, MS 39760

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



EXHIBIT A

SCOPE OF SERVICES

OLD MAYHEW ROAD RECLAMATION (DESIGN, BIDDING, AND CE&I)

OLD MAYHEW ROAD @ EAST LEE BOULEVARD T-INTERSECTION REALIGNMENT (DESIGN, BIDDING, CE&I)

OLD MAYHEW ROAD @ EAST LEE BOULEVARD ROUNDABOUT (DESIGN ONLY)

The scope below covers the design, bidding, and construction engineering and inspection for all 3 projects listed above. Each scope is general in nature to define the services covered for each project scope, as approved by the Owner.

TOPOGRAPHIC AND BOUNDARY SURVEY

GENERAL INFORMATION:

1. Survey limits will consist of the area shown below in red.
2. Map scale shall be minimum of 1" = 30'. Scale shall be as large as possible to fit on 24 x 36 sheet.
3. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
4. Hard copy of the original drawing, and/or a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2018 format shall be provided.
5. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.

TOPOGRAPHIC SURVEY:

1. Location and description of a minimum of two horizontal/vertical control points/benchmarks.
2. Contours at 1-foot intervals.
3. Cross sections will be taken at a 50 feet interval to include edge of asphalt, centerline, shoulder and flowline data and will extend from roadside ditch to roadside ditch. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. Raw point files can be provided upon request.
4. Drainage items to include cross drainage under Old Mayhew Road with size, type, invert and general condition.
5. Private driveways will be located from edge of pavement to apparent right-of-way, to include cross drainage.
6. Additional general topographic survey will be provided for the possible realignment of the intersection of Old Mayhew Road and Lee Boulevard as shown.
7. Location of all utilities within the specified boundaries as provided and located by MS



811 locate, local utility providers, observed evidence, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility. Any additional information that is not physically observable, such as size, depth, or material, will only be depicted on the survey if such information is provided to the surveyor by others.

BOUNDARY SURVEY:

Boundary survey will be limited to the establishment of the North right-of-way of Old Mayhew Road and the East right-of-way of Lee Boulevard adjacent to Mississippi State University property as denoted by the blue line below.

SURVEY LIMITS:

Topographic survey limits shown below in red.

Boundary survey shown below in blue.



GEOTECHNICAL INVESTIGATION (BURNS-COOLEY-DENNIS)

Plans are being made to reconstruct and resurface Old Mayhew Road between East Lee Boulevard and MS Highway 182 utilizing the full-depth reclamation (FDR) process. Our pavement/geotechnical exploration will include field sampling and testing to include:

- 22 asphalt pavement cores
- 11 dynamic cone penetrometer (DCP) tests
- 22 auger borings to a depth of 5 ft within the existing pavements
- 2 auger borings to a depth of 10 ft within the new alignment section at East Lee Boulevard

At the conclusion of our exploration, laboratory testing and a report will be prepared that includes a figure showing the test locations, existing pavement thicknesses, results of the DCP testing, graphical logs of the borings and our recommendations for pavement reconstruction.

PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated, and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Make surveys needed for design of the Project, including locating utilities which are visually apparent. Establish horizontal and vertical control as necessary for construction of the Project.
- 1.4 Perform geotechnical investigations and develop earthwork and pavement recommendations.
- 1.5 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.6 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.7 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.8 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
- 1.9 Furnish one copy of above preliminary design documents to **OWNER** for review.
- 1.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**.

FINAL DESIGN PHASE

After receiving authorization to proceed with the Final Design Phase, the **ENGINEER** shall:

- 1.11 Modify preliminary design documents as necessary to reflect **OWNER's** comments.



1.12 Perform detailed design.

1.13 On the basis of approved preliminary design documents (including **OWNER's** comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.

1.14 Conduct plan-in-hand inspection of the project site with **OWNER** and representatives of governmental agencies which may have jurisdiction over the Project.

1.15 Meet as necessary with representatives of utility companies to resolve utility issues.

1.16 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.

1.17 Furnish one set of the above final design documents to the **OWNER** for review and approval.

BIDDING AND CONTRACTING PHASE

After the **OWNER** has authorized the project for bidding, the Bidding and Contracting Phases will be initiated, and the **ENGINEER** shall:

1.18 Prepare and issue Contract Documents to prospective bidders and maintain a record of their issuance.

1.19 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.

1.20 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.

1.21 Conduct a pre-bid conference if requested by the **OWNER**.

1.22 Assist the **OWNER** in advertising for and obtaining bids for the contract for construction.

1.23 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.

1.24 Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.

1.25 Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.

1.26 Assist the **OWNER** in the preparation of the documents necessary to complete the award.

1.27 The Bidding and Contracting Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

CONSTRUCTION ENGINEERING AND INSPECTION (CE&I)

General Administration of Construction Contract.

1.28 Conduct a preconstruction conference.



1.29 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

1.30 Periodic and Milestone Visits to Site and Observation of Construction. This contract anticipates 120 hours (per project) of Resident Project Representative (RPR) inspections on behalf of the **ENGINEER**.

1.30.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.30.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.30.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

1.30.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to



means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.30.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

1.30.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). This scope does not include testing performed by the **ENGINEER**.

1.30.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

1.30.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.30.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

1.30.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.



1.30.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

1.30.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.

1.30.11 Record Documents. Upon completion of the work, the **ENGINEER** shall compile for and deliver to the **OWNER** a complete set of record documents conforming to information furnished to the **ENGINEER** by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the **ENGINEER** cannot and does not warrant their accuracy.

1.30.12 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.30.13 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct as-needed progress meetings with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.

1.30.14 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.



EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Omitted.**
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

- that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.
31. **Omitted.**

8. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH BURNS COOLEY DENNIS, INC. IN THE AMOUNT OF \$12,000.00 TO COMPLETE ROADWAY BORINGS FOR THE HIGHWAY 182 REVITALIZATION PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a professional services contract with Burns Cooley Dennis, Inc. in the amount of \$12,000.00 to complete roadway borings for the highway 182 revitalization project” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVING THE AMENDMENT TO THE 2023 STREET IMPROVEMENT PROJECT STREET LISTING.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the amendment to the 2023 street improvement project street listing” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ACCEPT OF THE OCTOBER 2023 FINANCIAL STATEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the October, 2023 financial statements” is enumerated, this consent item is thereby approved.

11. CONSIDERATION FOR CHIEF YARBROUGH TO TRAVEL TO RIDGELAND, MS TO ATTEND THE 2024 MID-WINTER MISSISSIPPI FIRE CHIEFS CONFERENCE JANUARY 30 – FEBRUARY 1, 2024 AT AN APPROXIMATE COST OF \$650.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Chief Yarbrough to travel to Ridgeland, MS to attend the 2024 Mid-Winter Mississippi fire chiefs conference January 30 – February 1, 2024 at an approximate cost of \$650.00” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE TYLER JEFFERSON AND DYLAN COLEMAN AS FULL TIME SANITATION WORKERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Tyler Jefferson and Dylan Coleman as full time sanitation workers” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE ROBERT ATKINS AS A BILLING & METER SYSTEM SUPERVISOR IN STARKVILLE UTILITIES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Robert Atkins as a billing & meter system supervisor in Starkville Utilities” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE SAMANTHA GOZA AS A BUSINESS SERVICE MANAGER IN STARKVILLE UTILITIES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Samantha Goza as a business service manager in Starkville Utilities” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE RENARDO PRATER AS A SANITATION WORKER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Renardo Prater as a sanitation worker” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF APPROVING THE PROMOTION OF NICHOLAS PEARSON TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Nicholas Pearson to the rank of sergeant in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE EDDIE HEARD, JR. AS A NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Eddie Heard, Jr. as a non-certified firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE JACKSON FRENCH AND JOHN AUSTIN SMITH AS NON-CERTIFIED POLICE OFFICERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Jackson French and John Austin Smith as non-certified police officers” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO MUTUALLY RESCIND THE CONTRACT WITH LIVE WIRE ELECTRIC FOR ELECTRICAL HOOKUPS IN THE SPORTSPLEX CENTER FOR THE GYM CURTAIN AND REQUOTE THE PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to mutually rescind the contract with Live Wire Electric for electrical hookups in the sportsplex center for the gym curtain and requote the project” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO ACCEPT A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$3,750.00, WITH A LOCAL MATCH OF \$1,250.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept a grant agreement with the State of Mississippi, Department of Public Safety, Justice Assistance Grant in the amount of \$3,750.00, with a local match of \$1,250.00” is enumerated, this consent item is thereby approved.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

October 30, 2023

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

Subject: Project Number: 22LB2311
Program: Justice Assistance Grant (JAG)
Effective Date: November 1, 2023

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$3,750.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items **1 – 13 (with the exception of item #9)** should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Sharon Nguyen at (601) 391-4887.

Sincerely,


Emberly K. Holmes
Office Director

cq

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
152 Watford Parkway
Canton, MS 39046
Phone: (601) 391-4887 Fax: (601) 391-4440

1. Name, Address, & Phone Number: City of Starkville 110 W. Main St. Starkville, MS 39759 662-323-4131 x4128 c.jackson@cityofstarkville.org	2. Effective Date: November 1, 2023 3. Sub-grant Number: 22LB2311 4. Grant Identifier: 15PBJA-22-GG-00637-MUMU 5. Beginning & Ending Dates: 11/01/2023- 04/30/2024 6. Sub-grant Payment Method: Cost Reimbursement ☒ Other:
---	--

7. The following funds are obligated:							
Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$3,429.00		\$1,143.00				\$4,572.00
Travel							
Commodities							
Contractual Services							
Miscellaneous	\$321.00		\$107.00				\$ 428.00
Indirect Costs							
TOTAL	\$3,750.00	75%	\$1,250.00	25%			\$5,000.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement. Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)	
--	--

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Lynn Spruill, Mayor City of Starkville

11. Signature: _____ Date: 10/30/2023 	12. Signature: _____ Date: 11/22/23
---	---

DIVISION OF PUBLIC SAFETY PLANNING BUDGET SUMMARY SHEET

1. Applicant Agency: City of Starkville Police Department						
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date			
22LB2311	1SPBJA-22-GG-00637-MUMU	11/01/2023	04/30/2024			
6. Submitted as part of (Check One):	A. Funding Request: X		B. Modification Number:		C. Modification Effective Date:	
Funding Sources						
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Byrne/JAG Ineligible Local Jurisdiction	\$3,750.00			\$1,250.00	\$5,000.00
TOTAL		\$3,750.00			\$1,250.00	\$5,000.00

**DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency: City of Starkville Police Department

Page 1 of 1

2. Sub-grant Number	3. Grant Identifier Number	4. Beginning Date	5. Ending Date
22LB2311	1SPBJA-22-GG-00637-MUMU	11/01/2023	04/30/2024

6. Activity: Byrne/JAG Ineligible Local Jurisdiction

7. DFSP Use Only	8. Category 9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
			Federal	All Other	Total
	Equipment	1-Camera Kit @ 1-Macro Lens @	\$3,975.00 \$597.00	\$3,429.00 \$1,143.00	\$4,572.00
	Miscellaneous	1-Flash Transmitter @ 1-Rolling Case@ 1-Orange Filter @ 1-Yellow Filter @ 1-Red Filter @ 1-Pocket Rocket @ 1-Photo ID cards @ 1-Magnetic Scale @ 1-4ft Magnetic Ruler @	\$69.00 \$190.00 \$74.00 \$25.00 \$20.00 \$24.00 \$7.00 \$7.00 \$12.00	\$321.00 \$107.00	\$428.00
Total			\$3,750.00	\$1,250.00	\$5,000.00

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Christopher Jackson

Sub-grant Contact Person

11/28/23

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

City of Starkville
Name of Agency or Organization

22LB2311
Subgrant Number

[Signature]
Chief Administrative Officer

11/22/23
Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 152 Watford Parkway Drive, Canton, MS 39046**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 22LB2311 Award Amount \$ 3,750⁰⁰

Subgrant Project Title: JAG

Organizational Name (Subgrantee or Funded Entity):
City of Starkville

Address:
110 West Main St
Starkville, MS 39759

Telephone Number: 662-323-2525

Subgrantee Duration:

Beginning Date: 11/1/23 Ending Date: 4/30/24

Project Director's Name, Address and Telephone Number:
Chris Jackson
101 E. Lampkin St
Starkville, MS 39759

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

NAV Ashford
110 West Main St
Starkville, MS 39759

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- ☐ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ (2) has less than 50 employees; and/or;
- ☐ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

☒ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through

this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.


Authorized Official's Signature
(Subgrantee)

11/22/23
Date

Lynn Spruiell
Typed or Printed Name

Mayor
Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

☒ Yes
☐ No

If yes, on what date did the subrecipient prepare the EEOP?

11/27/2017

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes – submitted an EEOP Short Form
☐ Yes – submitted a certification
☒ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments: web site, job applications, job postings, and HR department

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments: Employee handbook

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

- ☒ Yes
☐ No

If yes, an explanation of these policies and procedures:

Employee handbook

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

- ☒ Yes
☐ No

b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

- ☒ Yes
☐ No

c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

- ☒ Yes
☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

- ☒ Yes
☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☒ Yes
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☒ Yes
☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☒ Yes
☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)? *Employee assistance program*

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s): *Employee handbook*

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- ☒ Yes
☐ No

Comments: *Orientation*

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

- ☐ Yes

☒ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☒ Yes

☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

☒ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☒ Yes

☐ No

City of Starkville
Name of Agency or Organization (Please Print)
[Signature]
Authorized Official or Authorized Designee Signature

22LB2311
Subgrant Number

11/22/23
Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs Division of Public Safety Planning

Civil Rights Training Certification Form

The, Mayor Lynn Spruill, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s))

Chief Mark Ballard
Sgt Christopher Jackson

Date of Training

Location of Training

State of Mississippi

County of Webster

Signed [or attested] before me on 22nd, 2023 by D. Lynn Spruill

[Signature]
Authorized Signatory official

[Signature]
Signature of Notarial Officer



City Clerk / CFO
Title of office

My commission expires: 10-12-2025

This certification expires on: FOR OJP purposes only

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

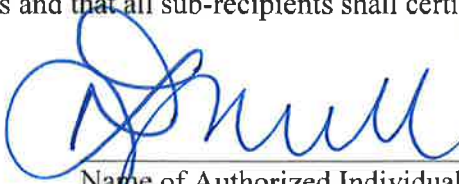
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here NE and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

City of Starkville
Name and Address of Organization

110 West Main St
Starkville, MS 39759


Name of Authorized Individual

Signature and Date

22LB2311

Subgrant Number

21. CONSIDERATION TO REPLACE THE EXISTING RUPTURED HEAT EXCHANGER AT THE LOWEST QUOTE FROM BRISLIN, INC. OPTION 2 – NAVIEN NP 210S2 TANKLESS WATER HEATER AT A COST OF \$7,550.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to replace the existing ruptured heat exchanger at the lowest quote from Brislin, Inc. option 2 – Navien NP 210S2 tankless water heater at a cost of \$7,550.00” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO APPROVE THE SOLE SOURCE QUOTE FROM H&R AGRI-POWER FOR REPAIRS TO THE WWTP KUBOTA TRACTOR IN THE AMOUNT OF \$6,339.82.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to the sole source quote from H&R Agri-Power for repairs to the WWTP Kubota tractor in the amount of \$6,339.82” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO APPROVE THE LOW QUOTE FROM CENTRAL PIPE FOR MATERIALS FOR THE OLD WEST POINT ROAD WATERLINE REPLACEMENT PROJECT IN THE AMOUNT OF \$88,147.23.

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the November 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Central Pipe for materials for the Old West Point Road waterline replacement project in the amount of \$88,147.23” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced new Water Distribution Operator Virginia Killburn and Apprentice Lineman VI Hunter Roberts.

She then invited the public to attend the Starkville Christmas Parade on November 27 and noted that Vice Mayor Perkins would be the Grand Marshall.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk wished everyone a Happy Thanksgiving and safe travels.

Alderman Vaughn reminded everyone that the Starkville High School football team played Friday night in the playoffs.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that there would be an upcoming election in Ward 1. He also noted that that there would be no garbage pickup over Thanksgiving holidays.

PUBLIC APPEARANCES: None

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of November 16, 2023 for fiscal year ending 9/30/24, 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: ABSENT
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: ABSENT
Alderman Mike Brooks	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	\$365,962.57
Airport Fund	015	\$74,033.65
Restricted Airport	016	\$164,033.35
Environmental Services	022	\$62,191.18
Debt Service Fund	200	\$125,068.75
Industrial Park Bond	303	\$1,425.00
Park and Rec Tourism	375	\$2,924.00
Park Bonds 2020	380	\$5,000.00
Stark/Hospital Road Expansion	700	\$12,568.00
Sub Total Before Utilities		\$813,206.50
Utilities Dept.	SED	\$274,370.78
Total Claims	Total	\$1,087,577.28

25. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY COO/HRD NAV ASHFORD AS A RESULT OF A DISCIPLINARY ISSUE FOR A CITY OF STARKVILLE EMPLOYEE.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks and adopted by the Board to place an employee on administrative leave with no pay until the lapse of the grievance time option. The board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Recused
Alderman Jeffrey Rupp	Voted: ABSENT
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

26. MOTION TO ADJOURN UNTIL DECEMBER 5, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until December 5, 2023 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
Alderman Mike Brooks	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 5th DAY OF DECEMBER, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, DEPUTY CITY CLERK