

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
OCTOBER 15, 2019**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on October 15, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Roy A.' Perkins and Henry Vaughn, Sr. Absent was Alderman Hamp Beatty. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Little offered a motion, duly seconded by Alderman Walker, to approve the October 15, 2019 Agenda. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, OCTOBER 15, 2019
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

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

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 17, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 27, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Police Officer Introductions:

Jonathan Luthrell, Izaac Johnson, Darnell Madison and Veleeka R. Nash

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

A. SECOND PUBLIC HEARING AND CONSIDERATION OF THE UPDATED PLACETYPE MAP AMENDMENTS FOR THE COMPREHENSIVE PLAN.

B. PUBLIC HEARING AND CONSIDERATION OF CU 19-07 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A RESIDENTIAL USE ON A C-2 COMMERCIAL ZONED PROPERTY LOCATED APPROXIMATELY 700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ST. ON THE SOUTH SIDE OF LYNN LANE WITH PARCEL 102I-00-002.01.

C. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER BUILDING 19 OF THE BROOKSVILLE GARDEN APARTMENTS LOCATED AT 305 EVERGLADE AVENUE WITH THE PARCEL NUMBER 118K-00-015.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION ASKING THE LEGISLATURE TO PASS LOCAL AND PRIVATE LEGISLATION AUTHORIZING THE CITY OF STARKVILLE TO ALLOW RESTAURANTS WITH OUTDOOR PATIOS TO HAVE THE OPTION OF ALLOWING DOGS OTHER THAN SOLELY SERVICE ANIMALS ON THEIR PREMISES.

B. CONSIDERATION OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE MUNICIPAL INTERCEPT COMPANY, LLC TO COLLECT THE CITY OF STARKVILLE DEBT AS AUTHORIZED BY THE LOCAL GOVERNMENT DEBT COLLECTION SETOFF ACT, HOUSE BILL NO. 991, 2019 REGULAR SESSION MISSISSIPPI LEGISLATURE

C. CONSIDERATION OF THE MEDIAN MAINTENANCE CONTRACTS WITH SGK, INC. FOR RUSSELL STREET, HIGHWAY 12, LOUISVILLE STREET, AND NASH STREET.

X. BOARD BUSINESS

- A. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS (\$25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES FOR THE PARKS AND RECREATION DEPARTMENT.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 202 MCKINLEY STREET WITH THE PARCEL NUMBER 102B-00-026.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 333 LONG STREET WITH THE PARCEL NUMBER 118O-00-031.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 606 WHITFIELD STREET WITH THE PARCEL NUMBER 102C-00-155.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- d. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 722 VINE STREET WITH THE PARCEL NUMBER 102H-00-170.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

- a. CONSIDERATION OF CALLING FOR THREE PUBLIC HEARINGS FOR THE ADOPTION OF THE UNIFIED DEVELOPMENT CODE TO BE HELD NOVEMBER 12, 2019, DECEMBER 3, 2019 AND DECEMBER 17, 2019.
- b. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2020 FROSTBITE HALF MARATHON AND 2020 SOUPER BOWL WITH IN-KIND SERVICES TO BE HELD ON SATURDAY, JANUARY 25, 2020.

c. CONSIDERATION OF FP 19-08 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING 348.81 PARCEL INTO 6 LOTS FOR NORTHSTAR INDUSTRIAL PARK. THE PROPERTY IS LOCATED AT 1629 HWY 389 IN A M-1 ZONE WITH THE PARCEL NUMBER 115-21-007.01, 115-21-007.00, AND 115-21-010.02 WITH CONDITIONS.

d. CONSIDERATION OF FP 19-09 REQUEST FOR FINAL PLAT APPROVAL FOR PHASE 1 OF THE PORTICO SUBDIVISION ON THE NORTH SIDE OF GARRARD ROAD +/- 660' WEST OF OLD WEST POINT ROAD IN A R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 117C-00-036.01.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. AUTHORIZATION FOR CODY BURNETT TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE FALL 2019 SEMESTER TO TAKE MASTER'S LEVEL COURSES IN CIVIL ENGINEERING WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,600.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKETS FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 30, 2019 AND OCTOBER 8, 2019 FOR FISCAL YEARS ENDING 9/30/19 AND 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. CONSIDERATION OF ACCEPTANCE OF THE SEPTEMBER FINANCIAL STATEMENTS.

3. CONSIDERATION OF FISCAL YEAR 2019 BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO APPLY FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM TO BE AWARDED BY U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN THE AMOUNT OF \$43,112.71, WITH A 72/25 MATCH, WITH THE 75% TO BE REIMBURSED AND THE REMAINING 25% TO BE PAID FROM MACHINERY AND EQUIPMENT BUDGET.

2. REQUEST AUTHORIZATION FOR CLARENCE PARKS TO TRAVEL TO MONTGOMERY, AL TO ATTEND THE SCOTT FIREFIGHTER COMBAT WORLD CHALLENGE XXVIII 2019, OCTOBER 20 – 27, 2019, AT AN APPROXIMATE COST OF \$600.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JOE DAN BAKER AS A LEAD MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR A CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR A FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL TO PURCHASE YOUTH BASKETBALL JERSEYS FROM REX TEAM SPORTS IN THE AMOUNT OF \$8,500.00, THE LOWEST OF FOUR QUOTES.

J. POLICE DEPARTMENT

1. CONSIDERATION TO PURCHASE A 2020 DODGE CHARGER AT \$22,493.00 OFF STATE CONTRACT WITH FORFEITED FUNDS.
2. CONSIDERATION TO PURCHASE TWO SOLAR POWERED RADAR SIGNS FROM ECONO SIGNS, THE LOWEST BIDDER, IN THE AMOUNT OF \$5,578.12, WITH \$3,760.00 TO BE REIMBURSED WITH THE FY20 JAG GRANT.

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE A FRONT END LOADER FROM SANSOM EQUIPMENT COMPANY, INC, THE LOWEST BIDDER, IN THE AMOUNT OF \$280,000.00 WITH THE CITY CLERK TO OBTAIN FINANCING QUOTES.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THIRTY (30) SINGLE PHASE 7.62 KV VOLTAGE REGULATORS (MATERIAL ONLY), ONE (1) CONTROL AND RELAY HOUSE (MATERIAL ONLY) AND THE CONSTRUCTION OF THE SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST TOTAL BASE BID AND ADDITIVE ALTERNATE FROM J & P CONSTRUCTION IN THE AMOUNT OF \$ 7,723,200.00 FOR THE ERNEST E. JONES WASTEWATER TREATMENT PLANT BIOSOLIDS IMPROVEMENTS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 5, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 20:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 27, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 27, 2019 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE MUNICIPAL INTERCEPT COMPANY, LLC TO COLLECT THE CITY OF STARKVILLE DEBT AS AUTHORIZED BY THE LOCAL GOVERNMENT DEBT COLLECTION SETOFF ACT, HOUSE BILL NO. 991, 2019 REGULAR SESSION MISSISSIPPI LEGISLATURE.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution to enter into an agreement with the Municipal Intercept Company, LLC to collect City of Starkville debt as authorized by the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session Mississippi Legislature” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MUNICIPAL INTERCEPT COMPANY, LLC (“MIC”) TO COLLECT THE CITY’S DEBT BETWEEN MIC AND THE CITY AS AUTHORIZED BY THE LOCAL GOVERNMENT DEBT COLLECTION SETOFF ACT.

WHEREAS, the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session Mississippi Legislature (the “Act”), authorizes Municipal Intercept Company, LLC, (“MIC”) to submit debts to the Mississippi Department of Revenue on behalf of municipalities for interception by setting off against any debtor’s refund, as defined in Section 3 of the Act, the sum of any debt owed to the City; and

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “City”), desires to enter into the Agreement to Collect Municipal Debt between MIC and the “City”; and

WHEREAS, the purpose of the Agreement is to authorize MIC to submit the City’s debt to the Mississippi Department of Revenue for setoff against a debtor’s Mississippi State Income Tax Refund in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, AS FOLLOWS:

1. That the Board of Aldermen hereby authorizes MIC to collect the debts of the City of Starkville as may be submitted thereto from time to time, approves the Agreement to Collect Municipal Debt, attached as **Exhibit A**, between MIC and the City of Starkville, and further authorizes the Mayor to execute said agreement.
2. That the Board of Aldermen hereby designates the City Clerk to serve as debt setoff coordinator pursuant to and in accordance with the Agreement.

The motion having received an affirmative vote of the Board of Aldermen of the City of Starkville, Mississippi, the Mayor declared the motion carried and the resolution adopted, on this the 15th day of October, 2019.

EXHIBIT A

AGREEMENT TO COLLECT MUNICIPAL DEBT

This Agreement is entered into by and between Starkville, Mississippi (the “Claimant Local Government”), and Municipal Intercept Company, LLC (“MIC”), (together, the Claimant Local Government and MIC are the “Parties”).

WHEREAS, the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session of the Mississippi Legislature (the “Act”), authorizes MIC to submit debts to the Mississippi Department of Revenue (“MDOR”) for setoff under the procedures established in the Act, namely by setting off against any refund, as defined in Section 3 of the Act, the sum of any debt owed to the Claimant Local Government; and

WHEREAS, the Claimant Local Government is a municipality acting through its nonprofit member organization with respect to the collection of any debt that has been finalized by law, order or resolution pursuant to the Act; and

WHEREAS, Claimant Local Government desires to enter into this Agreement with MIC for the purpose of collecting its debts as allowed by the Act; and

WHEREAS, MIC agrees to submit debts to MDOR on behalf of Claimant Local Government.

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Claimant Local Government and MIC mutually agree as follows:

SECTION I: TERM/TERMINATION

This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable.

SECTION II: REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

- A. Claimant Local Government hereby designates, appoints, and authorizes MIC to submit Claimant Local Government’s debt to MDOR for setoff.
- B. Unless otherwise indicated, “debt” is defined to mean any liquidated sum of \$50.00 or more due and owing a Claimant Local Government which has accrued through contract, subrogation, tort, justice or municipal court conviction or any other debt regardless of whether there is an outstanding judgment for the sum, which is not less than sixty (60) days old, and which has been properly noticed and

adjudicated by the Claimant Local Government as due and owed; provided, however, debts owed by an individual that are less than \$50.00 may be aggregated together to meet the \$50.00 threshold requirement.

- C. The Parties agree and understand that the debtor will pay a twenty-five percent (25%) collection assistance fee (the "Collection Assistance Fee") that will be added by MDOR to the debt after it is submitted for setoff by MIC. MIC will retain twenty percent (20%) of the collection assistance fee, and MDOR will retain five percent (5%) of the Collection Assistance Fee.
- D. Claimant Local Government designates the City Clerk to serve as debt setoff coordinator (the "Coordinator"). The Coordinator has been authorized by the Claimant Local Government and is designated to receive notices and communication from MIC on behalf of the Claimant Local Government. Claimant Local Government will notify MIC in writing within seven (7) days of any change in the Coordinator. MIC will only discuss or share information regarding debts submitted to MIC by the Claimant Local Government with the Coordinator.

The Claimant Local Government agrees to cooperate with MIC to supply MIC with any and all information that in the opinion of MIC is necessary for the proper implementation of this Agreement. The Claimant Local Government further understands that the Coordinator is required to undergo training provided by MIC prior to MIC submitting a Request (defined below) to MDOR.

- E. The Claimant Local Government understands that the MIC will utilize direct deposit and agrees to provide MIC with account information as may be requested to accomplish the purposes of this Agreement and update such account information as necessary. Once funds are actually received by and deposited with MIC as a result of a setoff, MIC will remit funds by wire to the Claimant Local Government, less the Collection Assistance Fee.
- F. Claimant Local Government shall request MIC to submit a debt to MDOR for setoff by completing a Setoff Request Form provided by the MIC ("Request"). MIC will submit Request(s) to MDOR via the Mississippi Automated Revenue System ("MARS"), or any other method approved by MDOR. Claimant Local Government agrees to notify MIC and to submit another Request as soon as practical if there are any amendments or other changes to the initial Request.
- G. The Claimant Local Government, and not MIC, shall be solely responsible for complying with any notice and/or hearing requirements pursuant to the Act, or otherwise. This includes, but is not limited to, the Claimant Local Government providing a debtor written notice of its' intent to setoff the debt and holding a hearing if the debtor so requests within thirty (30) days after the date the Claimant Local Government sends notice of the proposed setoff.
- H. Claimant Local Government shall certify to MIC that it has complied with all statute of limitations, statutory requirements, rules, and regulations, including notice and hearing procedures for a Request. The Claimant Local Government shall not submit a Request to MIC for setoff less than fourteen (14) days from a final adjudication by the Claimant Local Government that the debt is owed and that the debtor has been given proper notice and/or a hearing, as applicable, under the Act.
- I. After a Request has been submitted to MIC for setoff, Claimant Local Government will provide written notice to MIC and MDOR as soon as practical, but not longer than three (3) days, from the date the debtor repays a debt, in part or in full, or from the date the Claimant Local Government receives any notice of or becomes aware of a legal action staying the collection of the debt, including bankruptcy.
- J. MIC shall submit a debt to MDOR for setoff within fourteen (14) days of receipt of the Request.

SECTION IV: UNDERSTANDING OF PARTIES

- A. MIC shall not accept a Request that is not prepared as specified by MIC. The Parties agree, however, that MIC is not liable for the priority or the amount that MDOR pays a Request. Further, the Claimant Local Government understands that any amendment to a Request may delay the payment of a Request.
- B. MIC is responsible for submitting Requests to MDOR for repayment that qualify under the Act, and the repayment of the debt is subject to MDOR's rules and regulations.
- C. Claimant Local Government understands that MDOR will not setoff a Request unless the debtor is entitled to at least a refund of \$50.00, and that it may require multiple setoffs to satisfy a Request. The Collection Assistance Fee will be levied against the amount of each setoff in the event there are multiple setoffs. The Claimant Local Government understands that a Request submitted to MDOR will remain in MARS until the debt is fully paid or until MDOR is notified that the debt is no longer subject to setoff.
- D. Claimant Local Government acknowledges that MIC is relying on the Request to submit a debt to MDOR and that MIC can neither validate or verify a debtor's name or social security number, nor can MIC validate or verify the amount of debt or type of debt being submitted for setoff. Further, Claimant Local Government acknowledges that it is solely responsible for validating or verifying whether or not a debtor has filed any legal action, including but not limited to bankruptcy or other actions staying any collection efforts against the debt.

SECTION V: INDEMNIFICATION/REIMBURSEMENT

Claimant Local Government fully understands and warrants to MIC that by submission of any Request, Claimant Local Government has complied with all of the provisions of the Act, any laws relating to debt collection, and this Agreement. To the extent allowed by law, the Claimant Local Government shall hold MIC free and harmless and shall indemnify MIC against any and all damages, claims, injuries, actions, liability, or proceedings arising from the setoff of debt as provided in the Act and pursuant to this Agreement. To the extent allowed by law, Claimant Local Government shall be solely responsible for the repayment of any and all sums setoff on Claimant Local Government's behalf pursuant to this Agreement, including any fees, interest, penalties and court costs to a taxpayer/debtor in the event a court of competent jurisdiction rules that said repayment is due and owing.

SECTION VI: ASSIGNMENT

This Agreement is not assignable by either party.

SECTION VII: CONFIDENTIAL INFORMATION

In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information:

- (a) the non-disclosing party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and,
- (b) the non-disclosing party will only use the information in connection with its business dealings with the disclosing party and shall disclose information only to employees or contractors having a need to know

and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the non-disclosing party prior to the disclosure, or it is independently developed by the non-disclosing party; (iii) it is obtained by non-disclosing party in good faith from a third party not under obligation of secrecy to the disclosing party; or, (iv) it is the subject of a court or government agency order to disclose, provided the non-disclosing party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement.

All information, including but not limited to printed, written, oral or computer-formatted information, which MIC may gain access to during the course of the performance of this Agreement shall be the property of Claimant Local Government, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. MIC shall maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination.

SECTION VIII: MISCELLANEOUS

- A. This Agreement represents the full and final understanding of the Parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both Parties.
- B. The laws of the State of Mississippi shall govern the terms and conditions of this Agreement.
- C. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date indicated by the signatures below and has been granted all authority of their respective governing bodies to do so.

STARKVILLE, MISSISSIPPI:

By: _____

Date: October 15, 2019

Title: Mayor D. Lynn Spruill, City of Starkville, MS

MUNICIPAL INTERCEPT COMPANY, LLC:

By: _____

Date: _____

Title: _____

4. CONSIDERATION OF CALLING FOR THREE PUBLIC HEARINGS FOR THE ADOPTION OF THE UNIFIED DEVELOPMENT CODE TO BE HELD NOVEMBER 12, 2019, DECEMBER 3, 2019 AND DECEMBER 17, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for three public hearings for the adoption of the Unified Development Code to be held November 12, 2019, December 3, 2019 and December 17, 2019” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF FP 19-08 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING 348.81 PARCEL INTO 6 LOTS FOR NORTHSTAR INDUSTRIAL PARK. THE PROPERTY IS LOCATED AT 1629 HWY 389 IN A M-1 ZONE WITH THE PARCEL NUMBER 115-21-007.01, 115-21-007.00, AND 115-21-010.02 WITH CONDITIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of FP 19-08 Request for Final Plat approval for subdividing 348.81 parcel into 6 lots for Northstar Industrial Park located at 1629 HWY 389 in a M-1 zone with the parcel number 115-21-007.01, 115-21-007.00, and 115-21-010.02 with the following conditions” is enumerated, this consent item is thereby approved.

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for M-1 zoning dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Erosion control vegetation shall be established on all disturbed areas.
5. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
6. The applicant shall provide “as-built” drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in “AutoCAD” format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
7. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
8. Upon acceptance of the Final Plat by the City of Starkville, the requirements of Chapter 98, Article IV, Section 98-83, Paving and Street Construction which requires the developer provide a bond and maintain the public roadways as part of the Subdivision until 85% of the lots have received a certificate of occupancy shall be waived. The City shall accept ownership and maintenance after the final plat is executed

6. CONSIDERATION FOR CODY BURNETT TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE FALL 2019 SEMESTER TO TAKE MASTER’S LEVEL COURSES IN CIVIL ENGINEERING WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,600.00.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “Consideration for Cody Burnett to participate in the Educational Assistance Program for the Fall 2019 semester to take master’s level courses in Civil Engineering with a total reimbursement cost not to exceed \$1,600.00” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF ACCEPTANCE OF THE SEPTEMBER FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “Consideration of accepting the September Financial Statements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF FISCAL YEAR 2019 BUDGET ADJUSTMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “consideration to approve Budget Adjustments for fiscal year 9-30-19 as presented” is enumerated, this consent item is thereby approved.

<i>Budget Amendments for Fiscal Year ending September 30 , 2019</i>			
Account #	Description	Debit	Credit
023-323-491-135	Landfill Worker’s Comp		860.00
023-323-440-114	Landfill Labor		25,000.00
023-000-263-132	Revenue from City	20,000.00	
023-000-263-133	Revenue from County	10,000.00	
023-000-395-130	Landfill Fee Revenue		103,500.00
022-322-820-870	Payments – 3 new refuse trucks	130,000.00	
022-322-820-874	Payments – 2 front loaders	30,000.00	
022-000-395-925	Sale of Equipment		20,000.00
022-000-359-630	Recycling Fees		10,500.00
022-000-354-612	Insurance Proceeds		10,000.00
022-322-990-990	Ending Cash		9,000.00
001-000-223-019	Rezoning Revenue		5,000.00
001-000-242-048	MDOT Grant		300,000.00
001-000-242-055	Grant – Louisville Street		800,000.00
001-000-250-065	AARP – Keep Stk Beautiful Grant		5,000.00
001-000-350-619	Salary Reimb. – Stk Utilities		10,000.00
001-000-395-164	Court Credit Card Fee Revenue		5,000.00
001-110-430-107	Court – Hourly	8,000.00	
001-110-918-805	Court – Equipment	1,000.00	
001-120-600-300	Professional Services	16,500.00	
001-159-620-371	City Surety Bonds	2,200.00	
001-191-440-114	Shared Employees	55,500.00	
001-192-600-338	City Hall Contract Services & Rprs	2,000.00	
001-195-951-970	Computer Assessments	42,200.00	
001-196-630-402	Odd Fellow Cemetery	10,000.00	
001-196-637-637	Brush Arbor Cemetery	5,000.00	
001-196-950-110	Cemetery transfer	8,900.00	
001-201-630-360	Police Vehicle Repairs	37,500.00	
001-201-730-543	JAG Grant Match	6,300.00	
001-245-450-125	Dispatchers – Overtime	500.00	
001-254-420-103	DUI Grant		11,500.00
001-261-420-103	Fire Dept Salaries	61,500.00	
001-261-450-125	Fire Overtime	200,000.00	
001-261-625-380	Fire Utilities	10,000.00	
001-261-460-130	Fire – PERS, Etc	50,000.00	
001-261-730-542	BC BS Hero Grant Correction	39,600.00	
001-301-440-114	Street – Hourly Labor		140,000.00
001-301-560-270	Street – Construction Supplies		10,200.00
001-550-636-110	Park Field and Landscape Improvements		2,500.00
001-552-501-200	NRPA Grant Supplies	2,500.00	
001-600-912-861	Louisville Street	725,000.00	

9. CONSIDERATION TO APPLY FOR A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM TO BE AWARDED BY U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN THE AMOUNT OF \$43,112.71, WITH A 72/25 MATCH, WITH THE 75% TO BE REIMBURSED AND THE REMAINING 25% TO BE PAID FROM MACHINERY AND EQUIPMENT BUDGET.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to apply for a Hazardous Materials Emergency Preparedness Grant Program to be awarded by U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration in the amount of \$43,112.71, with a 75/25 match, with the 75% to be reimbursed and the remaining 25% to be paid from the machinery and equipment line of the FY 20 budget” is enumerated, this consent item is thereby approved.

10. CONSIDERATION FOR AUTHORIZATION FOR CLARENCE PARKS TO TRAVEL TO MONTGOMERY, AL TO ATTEND THE SCOTT FIREFIGHTER COMBAT WORLD CHALLENGE XXVIII 2019, OCTOBER 20 – 27, 2019, AT AN APPROXIMATE COST OF \$600.00.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “authorization for Clarence Parks to travel to Montgomery, AL to attend the Scott Firefighter Combat World Challenge XXVIII 2019, October 20 – 27, 2019, at an approximate cost of \$600.00” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE JOE DAN BAKER AS A LEAD MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “consideration to hire Joe Dan Baker as a Lead Maintenance Worker in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ADVERTISE FOR A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Field Maintenance Worker in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ADVERTISE FOR A CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Code Enforcement Officer in the Community Development Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ADVERTISE FOR A FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL TO PURCHASE YOUTH BASKETBALL JERSEYS FROM REX TEAM SPORTS IN THE AMOUNT OF \$8,500.00, THE LOWEST OF FOUR QUOTES.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval to purchase youth basketball jerseys from Rex Team Sports in the amount of \$8,500.00, the lowest of four quotes” is enumerated, this consent item is thereby approved.

Quotes Received on 1,000 Shirts: Rex Team Sports..... \$ 8,500.00
Sports Specialty..... \$10,200.00
University Screen Print...\$10,550.00
Southern Press..... \$11,800.00

16. REQUEST AUTHORIZATION TO PURCHASE A 2020 DODGE CHARGER AT \$22,493.00 OFF STATE CONTRACT WITH FORFEITED FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 2020 Dodge Charger at \$22,493.00 off state contract #8200048074 to be paid from account 001-000-334-126: Police Forfeited Funds” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO PURCHASE TWO SOLAR POWERED RADAR SIGNS FROM ECONO SIGNS, THE LOWEST BIDDER, IN THE AMOUNT OF \$5,578.12, WITH \$3,760.00 TO BE REIMBURSED WITH THE FY20 JAG GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval to purchase two solar powered radar signs from Econo Signs for a total of \$5,578.12, the lower of the two quotes, with \$3,760.00 reimbursable under the FY20 Jag 5K Award” is enumerated, this consent item is thereby approved.

Two Quotes Received: Econo Signs - \$5,578.12 and Radarsign - \$7,190.00

18. REQUEST AUTHORIZATION TO PURCHASE A FRONT END LOADER FROM SANSOM EQUIPMENT COMPANY, INC, THE LOWEST BIDDER, IN THE AMOUNT OF \$280,000.00 WITH THE CITY CLERK TO OBTAIN FINANCING QUOTES.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to purchase one front loader refuse truck for the Sanitation & Environmental Services Department from Sansom Equipment Company, Inc., the lowest bid, in the amount of \$280,000.00 and for the City Clerk to obtain financing” is enumerated, this consent item is thereby approved.

Company	Bid Amount	Bidding Date / Time	IP Address
Sansom Equipment Company	\$ 283,000.00 USD	Apr 29, 2019 10:14:04 AM	76.107.56.146
Sansom Equipment Company Inc	\$ 280,000.00 USD	Apr 29, 2019 10:06:06 AM	76.107.56.146
Ingram Equipment Company, LLC	\$ 283,432.86 USD	Apr 29, 2019 10:00:24 AM	12.45.59.18

19. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THIRTY (30) SINGLE PHASE 7.62 KV VOLTAGE REGULATORS (MATERIAL ONLY), ONE (1) CONTROL AND RELAY HOUSE (MATERIAL ONLY) AND THE CONSTRUCTION OF THE SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for thirty (30) Single Phase 7.62 KV Voltage Regulators (Material Only), one (1) Control and Relay House (Material Only) and the construction of the Southwest Starkville 161/69/13 kV Substation” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST TOTAL BASE BID AND ADDITIVE ALTERNATE FROM J & P CONSTRUCTION IN THE AMOUNT OF \$ 7,723,200.00 FOR THE ERNEST E. JONES WASTEWATER TREATMENT PLANT BIOSOLIDS IMPROVEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the October 15, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to accept the lowest and best total base bid and additive alternate from J & P Construction in the amount of \$7,723,200.00 for the Ernest E. Jones Wastewater Treatment Plant Biosolids Improvements” is enumerated, this consent item is thereby approved.

(The Letter of Recommendation from Volkert Engineering is on following page)

21. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 17, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Vice Mayor Roy A.’ Perkins noted that at 5:30p.m. on September 17, 2019, the Board of Aldermen lacked a quorum because only three Aldermen were present at that time. He opined that the Mayor was not able to delay or recess the meeting until 9p.m. that night to obtain a quorum. Therefore, he opposed these minutes because he contended the meeting was improper, null, and void.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the minutes of the September 17, 2019 Recess meeting of the Mayor and Board of Aldermen of the City of Starkville, MS, the Board voted as follows:

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

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new police officers:

Jonathan Luthrell, Izaac Johnson, Darnell Madison and Veleeka R. Nash

The Mayor invited everyone to attend Pumpkinpoolza, Thursday, October 17 on Main Street.

BOARD OF ALDERMEN COMMENTS: none

October 9, 2019

**Ernest E. Jones Wastewater Treatment Plant Biosolids Improvements
Recommendation of Award**

(Volkert Proj. No. 0754203)

Mr. Terry Kemp, P.E.
General Manager
Starkville Utilities
200 N. Lafayette Street
Starkville, MS 39759

Dear Mr. Kemp:

Enclosed is the Tabulation of Bids received on September 10, 2019 for the referenced project. The following is a summary of the total bid amounts received from the responsive bidders:

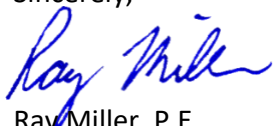
<u>Contractor</u>	<u>Total Amount: Base Bid</u>	<u>Total Amount: Additive Alternate No. 1</u>	<u>Total Amount: Base Bid & Additive Alternate No. 1</u>
J&P Construction Co.	\$7,768,000.00	\$937,000.00	\$8,705,000.00
Malouf Construction	\$7,964,000.00	\$1,050,000.00	\$9,014,000.00

We have reviewed these proposals and found them to be in order. However, since the low responsive bid was higher than the estimate, we worked with J&P Construction Co. and your staff to identify opportunities for cost savings. The cost savings that we were able to identify are outlined in the attached letter from J&P Construction Co. The total of the items identified is **\$981,800.00**. It is our understanding that the City's attorney has reviewed this and approved of the process used to identify and implement the cost savings.

The Additive Alternate No. 1 amount was within the cost estimate. J&P Construction Co. submitted the lowest Total Base Bid plus Additive Alternate No. 1 amount of \$8,705,000.00. Reducing this by the agreed upon amount of \$981,800.00 per the attached letter, we recommend that J&P Construction Co. be awarded this contract for their Total Base Bid Amount plus Additive Alternate Amount (less the identified cost savings of \$981,800.00) of **\$7,723,200.00**.

Please call at your convenience should you have any questions regarding these items.

Sincerely,



Ray Miller, P.E.
Vice President
Gulf Region Utilities Operations Manager

Enclosures

c Mr. Jacob Forrester, PE
Mr. Mark McConnell, PE



POST OFFICE DRAWER 3147
TUSCALOOSA, ALABAMA 35403

CONSTRUCTION CO., INC.
CONTRACTORS & ENGINEERS

TELEPHONE 205 / 345-6631
FAX 205 / 345-6652

Ernest E. Jones WWTP Biosolids Improvements – Starkville, MS
Cost Reduction Items

October 8, 2019

We offer the below cost reduction items for acceptance on this project:

Item		Deduct
1	Delete 1 bay of Solar Dryer including associated sitework, concrete, electrical, and equipment. Two bays constructed will be 48' wide x 216' long	\$ 554,000
2	Revise MCC-A by deleting items and requirements noted in 9/13/19 letter	\$ 236,000
3	Delete early work incentive	\$ 10,000
4	Delete site lighting, conduits, and wire	\$ 40,000
5	Add 60 days to contract	\$ 30,000
6	Delete two 4" spare conduits for secondary power service	\$ 5,800
7	Delete all alum. Conduit in Solar Dryer from ladder cable tray to fan connection And allow cable tray to be suspended by J-hooks between tray and each fan Connection. Power and control cable to waterfall out of bottom of ladder tray And up to J-Hooks as needed to support over to fan connections	\$ 19,000
8	Delete 96" Manhole between pump building and Holding Tank (reuse existing)	\$ 22,600
9	Delete 60" Manhole on 18" FM from emergency pump	\$ 2,800
10	Delete two 2-1/2" conduits from new MCC room to Admin. Bldg. for SCADA	\$ 6,400
11	Delete Power Factor Correction Unit	\$ 18,000
12	Delete Secondary Service for the new building including conduit & wire	<u>\$ 37,200</u>
Total Deducts		\$ 981,800

Sincerely,

Barry Atkinson, P.E.
President



Bid Tabulation

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		J & P Construction Co.		Malouf Construction	
001	SITE CIVIL, GRADING AND DRAINAGE IMPROVEMENTS	LS	1	Complete	\$400,000.00	Complete	\$725,000.00	Complete	\$1,138,000.00
002	SELECT FILL	CYIP	3600	\$13.88	\$50,000.00	\$19.00	\$68,400.00	\$21.00	\$75,600.00
003	EROSION CONTROL PLAN IMPLEMENTATION & MAINTENANCE	LS	1	Complete	\$20,000.00	Complete	\$15,000.00	Complete	\$75,400.00
004	BIOSOLIDS IMPROVEMENTS	LS	1	Complete	\$4,500,000.00	Complete	\$6,619,600.00	Complete	\$6,315,000.00
005	BIORETENTION SWALE PLANTINGS/VEGETATION ALLOWANCE	LS	1	Complete	\$5,000.00	Complete	\$10,000.00	Complete	\$10,000.00
006	GENERAL ALLOWANCE	LS	1	Complete	\$0.00	Complete	\$100,000.00	Complete	\$100,000.00
006A	MOBILIZATION (NTE 3% OF THE TOTAL BID)	LS	1	Complete	\$180,000.00	Complete	\$220,000.00	Complete	\$240,000.00
006B	EARLY WORKS PACKAGE INCENTIVE	LS	1	Complete	\$0.00	Complete	\$10,000.00	Complete	\$10,000.00
	TOTAL BASE BID AMOUNT				\$5,155,000.00		\$7,768,000.00		\$7,964,000.00
	ADDITIVE ALTERNATE - OXIDATION DITCH MIXING/AERATION SYSTEM								
007		LS	1	Complete	\$1,000,000.00	Complete	\$937,000.00	Complete	\$1,050,000.00
	TOTAL BASE BID + ADDITIVE ALTERNATE AMOUNT:						\$8,705,000.00		\$9,014,000.00

ESTIMATED CONSTRUCTION COST \$6,155,000.00

CERTIFIED BY:


 Ray Miller, P.E.

TITLE: Vice President

DATE: 9/16/19

CITIZEN COMMENTS:

Alvin Turner, Ward 7, NAACP Vice-President, asked that the intersection of Louisville and Wood Streets be looked at for additional lighting and clearing.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION OF THE UPDATED PLACETYPE MAP AMENDMENTS FOR THE COMPREHENSIVE PLAN.

Daniel Havelin presented the proposed updated placetype maps for the Comprehensive Plan. Since the adoption of the Comprehensive Plan, errors in the Placetype Maps have been discovered. These errors include but are not limited to: misalignments, current use conflicts, and parcels with multiple placetypes.

The most prevalent errors are misalignments due to updated parcel data. The parcel data used for the Placetype Map was from 2014. The current data, created in 2017, was adjusted to allow for a more accurate representation of property lines. The use of the parcel data from two different years has created a significant number of overlaps and misalignments.

The majority of the use conflict and multiple placetype errors were caused by the removal of a proposed placetype from an early draft version of the Comprehensive Plan. The placetype, Natural Areas, followed along with the flood zone map for the city. When the placetype was removed, the underlying property was consistently incorrectly placetyped. After a parcel by parcel examination of the existing map, a few conflicts with current use and placetype were also discovered.

This update will correct all misalignments, use conflicts, and split placetypes where feasible. The proposed update will create new maps that will replace maps in the current Comprehensive plan. The maps that will be replaced are found on pages 45, 48-51, 53-56, 59-64, 66, 67, and 69-73. The text on these pages will not be changed. The updated placetype map is the first step toward the adoption of the new Unified Development Code and Zoning Map.

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

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

22. CONSIDERATION OF THE UPDATED PLACETYPE MAP AMENDMENTS FOR THE COMPREHENSIVE PLAN.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve the updated placetype maps for the Comprehensive Plan as presented. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF CU 19-07 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A RESIDENTIAL USE ON A C-2 COMMERCIALLY ZONED PROPERTY LOCATED APPROXIMATELY 700’ WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ST. ON THE SOUTH SIDE OF LYNN LANE WITH PARCEL 102I-00-002.01.

Daniel Havelin presented CU 19-07: a request for Conditional Use to allow for a residential use on a C-2 commercially zoned property located approximately 700’ west of the intersection of Lynn Lane and South Montgomery St. on the south side of Lynn Lane with the parcel number 102I-00-002.01.

The applicant, Slade Kraker, is seeking a Conditional Use to allow for residential dwelling units to be placed on a property zoned commercial. The property is zoned C-2 and in order to construct a “dwelling single family detached”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart. The applicant is proposing to construct a cottage court style development on the property. The style of development consists of multiple single-family homes constructed on one parcel. The homes would be platted as a condominium development to allow for each house to be under separate ownership. Common areas would be under the control of the condominium association.

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

Speaking against the request: Tommy Cobb, George Berry, Jay Logan and Jennie Freeman.

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

23. CONSIDERATION OF TAKING CU 19-07 UNDER ADVISEMENT.

Alderman Walker, duly seconded by Alderman Little, offered a motion to take Conditional Use 19-07 request to allow for residential use on a commercially zoned property under advisement. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER BUILDING 19 OF THE BROOKSVILLE GARDEN APARTMENTS LOCATED AT 305 EVERGLADE AVENUE WITH THE PARCEL NUMBER 118K-00-015.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

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

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

24. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER BUILDING 19 OF THE BROOKSVILLE GARDEN APARTMENTS LOCATED AT 305 EVERGLADE AVENUE WITH THE PARCEL NUMBER 118K-00-015.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to determine that building 19 of the Brooksville Garden Apartments located at 305 Everglade Avenue with the parcel number 118K-00-015.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.

The Board voted as follows:

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

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

25. CONSIDERATION OF A RESOLUTION ASKING THE LEGISLATURE TO PASS A LOCAL AND PRIVATE LEGISLATION AUTHORIZING THE CITY OF STARKVILLE TO ALLOW RESTAURANTS WITH OUTDOOR PATIOS TO HAVE THE OPTION OF ALLOWING DOGS OTHER THAN SOLELY SERVICE ANIMALS ON THEIR PREMISES.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a Resolution requesting the Mississippi Legislature to pass local and private legislation for the City of Starkville to allow restaurants to permit dogs other than service dogs on outdoor dining patios at the restaurant's option. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
(Resolution on following page)

26. CONSIDERATION OF THE MEDIAN MAINTENANCE CONTRACTS WITH SGK, INC. FOR RUSSELL STREET, HIGHWAY 12, LOUISVILLE STREET, AND NASH STREET.

Alderman Carver, duly seconded by Alderman Little, offered a motion to approve median maintenance contracts with SGK, Inc. for Russell Street, Highway 12, Louisville Street and Nash Street. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
(Contracts on following pages)

**RESOLUTION OF THE CITY OF STARKVILLE SEEKING LOCAL AND PRIVATE
LEGISLATION TO AUTHORIZE RESTAURANTS LOCATED WITHIN THE CITY
LIMITS OF THE MUNICIPALITY TO ALLOW DOGS TO BE PRESENT ON
OUTSIDE PATIOS OF PARTICIPATING RESTAURANTS**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville do hereby find and determine as follows:

1. Restaurants and food serving establishments are a strong and vital part of the life blood of our city and the city desires to provide as many opportunities for residents and visitors to encourage economic development through the attraction of diverse groups; and

2. There are numerous locations in the City of Starkville that have patios and that have unknowingly violated the Mississippi law and wish to be in compliance with the law and to provide spaces for dog friendly outdoor patio dining experiences; and

3. The State of Mississippi has adopted the United States Public Health Service Food Code which when adopted in whole under section 6-501.115 does not allow dogs other than service animals to be present in either indoor or outdoor dining venues of restaurants; and

4. There are nine (9) other states which have modified their adoption of the U.S. Food Code to allow dogs to be present in outdoor patio areas so this is not an unprecedented approach to adding to the quality of life of our city's residents and enhancing the desire of restaurants to attract additional business to their establishments; and

5. The City of Starkville wants to provide a quality of life opportunity for those who consider their dog to be a part of the family and as such to be welcomed in an environment that affords them the opportunity to share a convivial experience with friends and family; and

6. The addition of dogs to local restaurant patios do not pose a health or safety hazard to the public when the requirements established have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Mayor and Board of Aldermen of the City of Starkville believe it is in the best interests of the community to allow restaurants who desire to participate in allowing dogs other than only the current authorized service dogs to join their owners on outdoor patios for a full dining experience and will be seeking through local and private legislation the opportunity for this authorization through the Legislature of the State of Mississippi.

After discussion, Alderman Sistrunk moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Little, the resulting vote was as follows:

Alderman Ben Carver
Alderman Sandra Sistrunk

Voted: aye
Voted: aye

Alderman David Little
Alderman Jason Walker
Alderman Hamp Beatty
Alderman Roy A.' Perkins
Alderman Henry Vaughn

Voted: aye
Voted: aye
Voted: absent
Voted: nay
Voted: nay

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a regular/recess meeting on the 15th day of October, 2019.

D. Lynn Spruill
Mayor, City of Starkville, Mississippi

ATTEST:

Lesa Hardin, City Clerk
(seal)

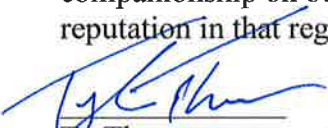
October 1, 2019

The Honorable Mayor Lynn Spruill and Starkville Board of Alderman
City of Starkville
110 West Main St.
Starkville, MS 39759

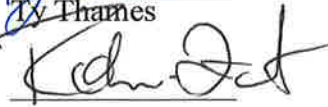
Dear Mayor and Board of Alderman,

We are pleased to submit this letter in support of giving the option to Starkville restaurants to allow dogs on their respective outdoor patio areas. The undersigned owners of the Starkville restaurant community fully support enacting the necessary ordinance(s) to allow dogs to legally accompany their owners on restaurant patios within the City of Starkville. Pets are an incredibly important part of many people's lives and many local establishments have created dog friendly outdoor atmospheres as a result. Dining at restaurants is a time meant to be spent with family and friends and the option to include man's best friend, when dining outside, only enhances this quality time.

A number of local restaurants have hosted special charity events to benefit the Oktibbeha County Humane Society, which has helped to create the kind of friendly and caring community that Starkville has become known for. Enacting the appropriate ordinance to allow canine companionship on outdoor restaurant patios will serve to further our City's well deserved reputation in that regard as well as our reputation as being a leader in the State of Mississippi.



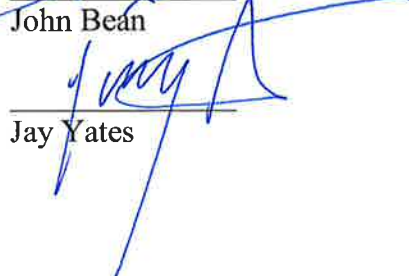
Ty Thames



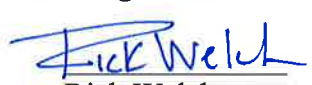
Robin Fant



John Bean



Jay Yates



Rick Welch



Barton Dinkins



Landscape Maintenance & Agreement

CITY OF STARKVILLE
100 W MAIN STREET
STARKVILLE, MISSISSIPPI
39759

Russell Street Medians/Cemetery Entrance - Maintenance

Russell Street Starkville, Mississippi 39759

Est ID: EST754199

Date: Sep-24-2019

Your Goals

Having the City of Starkville medians located on Russell Street and the (2) beds at the entrance of Odd Fellow Cemetery professionally maintained on a regular basis to ensure that the beds and surfaces associated with your property provide you with the appearance you desire.

Our Background

SGK Landscapes was established in 2002 by Michael Everett, who realized the need for a landscape company that cared more about customer satisfaction and quality. This company, known as Southern Green Keepers, started primarily as a lawn maintenance company. In 2006, growth came at a rapid rate with landscape construction being added to our services. In 2008, we expanded, once again, our services include project management, landscape lighting, outdoor water features, stone patios & walkways and outdoor structures.

SGK Landscapes employs two full time Account Managers, a full time Sales Professionals, an in-house Landscape Designer and Estimator. We are licensed by the Mississippi State Board of Contractors, Mississippi State Bureau of Plant Industry Landscape Horticulturists, and are also bonded and insured. We have also received many accreditation from "The Better Business Bureau", PLANET (Professional Landcare Network), Mississippi Nursery & Landscape Association, and are a member of the NFIB. SGK Landscapes was also awarded The Best People's Choice Award for local landscape companies by the Starkville Daily News and has received multiple design awards from the Houzz platform.

Residential Customer References

The following is a list of a few customers throughout our community:

Pam Metts	Dr. Wesley Ferguson	Jim McAlexander	Keith Holton
Starkville, MS	Starkville, Ms	Columbus, Ms	West Point, MS
(662) 803-4927	(662) 694-9000	(662) 386-8760	(662) 494-1103

Landscape Enhancement Solutions

Not only is SGK Landscapes, Inc. a full service landscape maintenance company. We are a design/build/project management firm. We have an experienced team of landscape designers, irrigation technicians and installation professionals. The following is a list of our Project services:

- Professional Design Consultation
- Project Management
- Plant Installation
- Seed & Sod Installation
- Irrigation Installation & Maintenance
- Drainage Solutions
- Landscape Lighting Systems
- Water Features
- Patios & Walkways
- Wooden Fence, Decks, & Arbors
- Outdoor Kitchens
- Swimming Pools
- Outdoor Fireplaces & Entertainment Areas

Visit our website: <http://www.sgklandscapes.com> to view recent projects.

Landscape Management Solutions

SGK Landscapes, Inc. is not only a full service landscape design/build and project management firm; we also provide full service maintenance packages to accommodate any size property both commercial and residential. We employ a knowledgeable and experienced team of landscape management technicians, certified spray technicians, and account managers dedicated to maintaining your property to the highest standards. Below is a list of maintenance services we provide.

- Spring & Fall Clean-Ups
- Scheduled Lawn Maintenance
- Fertilizer Applications
- Turf Chemical Applications
- Aeration
- De-Thatching
- Shrubbery & Small Tree Trimming
- Weeding
- Mulch Installation
- Seasonal Color
- Soil PH Testing & Adjustment
- Complete Property Management

Visit our website at www.sgklandscapes.com to review our complete list of services.

Benefits to You

The proposed landscape enhancements/management solutions are beneficial in a number of ways:

1. SGK Landscapes, Inc. is a firm that takes as much pride in the properties they manage as the owners themselves. You will have the peace of mind knowing that landscape maintenance professionals are on-site regularly.
2. SGK Landscapes, Inc. employees are uniformed, friendly, and knowledgeable.
3. SGK Landscapes, Inc. is a full service design/build/maintenance firm that can handle any of your landscape needs or wants.
4. An Account Manager will make routine site visits and schedule quarterly CARE calls to make sure all your expectations are being met.
5. Regular landscape maintenance performed by SGK Landscapes, Inc. will help to ensure that your property is managed to the level that you expect.

Fee Structure

- Start Date: ASAP - 12 month agreement
- Monthly Fee: \$403.20
- Credit Card Payments: 3.5% convenience fee for all credit card purchases.

CONTRACT SERVICES

Summer Visits

The medians on Russell Street and (2) entry beds to Odd Fellow Cemetery will be maintained on a schedule to provide a crisp, neat appearance. The edges of the (2) entry beds to Odd Fellow Cemetery will be string trimmed and mechanically edged as necessary to maintain crisp, straight lines. All debris will be blown from hard surfaces. All debris, excluding major debris (storm damage, fallen trees/limbs), will be removed from the turf. Weeds will be controlled in beds by hand pulling and chemically spraying them. Weeds will be controlled in curbs by spraying them and then removing after dead. **(biweekly April - October)**

****Major debris (storm damage, fallen trees/limbs) removal can be estimated and invoiced outside of current agreement.**

Winter Visits

The medians on Russell Street and (2) entry beds to Odd Fellow Cemetery will be maintained on a schedule to provide a crisp, neat appearance. The edges of the (2) entry beds to Odd Fellow Cemetery will be string trimmed and mechanically edged as necessary to maintain crisp, straight lines. All debris will be blown from hard surfaces. All debris, excluding major debris (storm damage, fallen trees/limbs), will be removed from the turf. Weeds will be controlled in beds by hand pulling and chemically spraying them. Weeds will be controlled in curbs by spraying them and then removing after dead. **(biweekly November - March)**

****Major debris (storm damage, fallen trees/limbs) removal can be estimated and invoiced outside of current agreement.**

Mulch Install

Fresh "Norman" mulch will be applied to beds and tree rings **(1)** times per year. Fresh mulch will enhance the beauty of your property, while also serving as a moisture and weed barrier.

SubTotal (All Contract Services) \$4,838.43

The total price of all seasonal services is \$4,838.43 collected in 12 payments of \$403.20 per payment .

This **Commercial Landscape Management Service Agreement** (the "Agreement") dated September 30, 2019 by and between the **City of Starkville** and **SGK Landscapes, Inc.** constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at Russell Street Medians & Odd Fellow Cemetery Entrance.

The Scope of Services provided under this Agreement shall include the selected Service Options below. (See Service Options for details.)

☒ Summer Routine Service	☒ Winter Routine Service	☒ Property Detail
☐ Turf Weed Control	☐ Turf Fertilization	☒ Tree/Shrub Pruning
☒ Mulch Installation	☐ Pine Straw Installation	☐ Irrigation Audit
☐ Rye Grass Installation	☐ Annual Color Installation	☐ Turf Painting

This Agreement takes effect **October 1, 2019** (the "Commencement Date"). It will continue for an original term of **12 months**. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement.

Agreement Price and Payment Terms

Your annual Agreement Price of **[four thousand, eight hundred, thirty-eight dollars, and forty-three cents] [\$4,838.43]** (the "Agreement Price") is based upon the selected service options and the corresponding schedule of services shown.

Payment for these services shall be made: ☐ Annually; ☐ Semiannually; ☐ Quarterly; ☒ **Monthly**; ☐ Other in accordance with the Terms and Conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

The Taxable Amount shown in the table above reflects the amount subject to sales tax under the current state and local tax codes. The sales tax is not included in the Agreement Price. The appropriate sales tax amount will be included on each Invoice.

****All credit card payments are subject to a 3.5% convenience fee.****

DEFINITIONS

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean the **City of Starkville** and all of their representatives.
2. "We", "Our", "Ours" and "Us" mean **SGK Landscapes Inc.** and all of its representatives.
3. "Labor" means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements as part of our Customer Assurance Review and Evaluation ("C.A.R.E.") program.

C.A.R.E. INTERVIEWS

We will seek your on-going feedback in the form of our exclusive Service (C.A.R.E.) interviews to assure your satisfaction with our services and to continually improve our performance in meeting your needs.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within forty-five (45) days of receipt. Should a payment become forty-five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 1/2% per month will be charged on all amounts that become forty-five (45) days or more

delinquent.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Delays Outside Our Control: In the event that there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, Insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Early Termination: You may terminate this Agreement at any time by giving thirty (30) days notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for any reason other than our breach before its intended expiration date, you agree to pay the entire stated annual Agreement price for the year of cancellation. We will submit a final invoice to you for the total Agreement price less the amount of your payments made prior to termination.

Transfer: This Agreement may, upon our approval, which approval shall be in our sole discretion, be transferred to a new owner in the event that you should sell your property prior to the intended expiration date of this Agreement, provided, however, that such new owner assume all of your obligations under this Agreement, such assumption to be in a form satisfactory to us, in our sole discretion.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Schedule & Frequency of Services

We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the schedule and frequency of service shown in the table below:

Service options	# of Annual Visits	J	F	M	A	M	J	J	A	S	O	N	D
Summer Routine Service	Bi-Weekly				B	B	B	B	B	B	B		
Winter Routine Service	Bi-Weekly	B	B	B								B	B
Property Detail	Co-Insides w/ Routine Service	B	B	B	B	B	B	B	B	B	B	B	B
Turf Weed Control	NIC												
Turf Fertilization	NIC												
Shrub & Tree Pruning	3				X			X			X		
Mulch/Pine Straw Installation	1										X		
Irrigation Audit	NIC												
Rye Grass Installation	NIC												
Annual Color Installation	NIC												
Turf Painting	NIC												

Table Legend:

- X** - Service Scheduled to Occur Once
- B** - Service Scheduled to Occur Bi-Weekly
- W** - Service Scheduled to Occur Weekly
- NIC** - Service is Not Included in this Agreement

Your and Our Acceptance

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Authorized For: City of Starkville



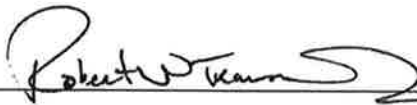
Print & Sign

D. Lynn Spruill
Title Mayor

10-15-2019

Date

Authorized For: SGK Landscapes INC

Robert W. Trimm Jr. 

Print & Sign

Landscape Maintenance Dept. Head

Title

9.30.19

Date



Landscape Maintenance Proposal & Agreement

CITY OF STARKVILLE
100 W MAIN STREET
STARKVILLE, MISSISSIPPI
39759

Hwy 12 Median - Maintenance
Hwy 12 Starkville, Mississippi 39759

Est ID: EST759283
Date: Sep-30-2019

Your Goals

Having the City of Starkville's medians located on Hwy 12 professionally maintained on a regular basis to ensure that the beds and surfaces associated with your property provide you with the appearance you desire.

Our Background

SGK Landscapes was established in 2002 by Michael Everett, who realized the need for a landscape company that cared more about customer satisfaction and quality. This company, known as Southern Green Keepers, started primarily as a lawn maintenance company. In 2006, growth came at a rapid rate with landscape construction being added to our services. In 2008, we expanded, once again, our services include project management, landscape lighting, outdoor water features, stone patios & walkways and outdoor structures.

SGK Landscapes employs two full time Account Managers, a full time Sales Professionals, an in-house Landscape Designer and Estimator. We are licensed by the Mississippi State Board of Contractors, Mississippi State Bureau of Plant Industry Landscape Horticulturists, and are also bonded and insured. We have also received many accreditations from "The Better Business Bureau", PLANET (Professional Landcare Network), Mississippi Nursery & Landscape Association, and are a member of the NFIB. SGK Landscapes was also awarded The Best People's Choice Award for local landscape companies by the Starkville Daily News and has received multiple design awards from the Houzz platform.

Commercial Customer References

Tabor Management - Beth Bland

Starkville, Ms

(662) 324-0506

Pleasant Hill Baptist Church - Dale Brewer

Columbus, MS

(662) 386-2186

PACCAR - Vipul Neghat

Columbus, MS

(662) 245-5416

Renasant Bank - Bill West

Columbus, MS

(662) 386-4469

Landscape Enhancement Solutions

Not only is SGK Landscapes, Inc. a full service landscape maintenance company. We are a design/build/project management firm. We have an experienced team of landscape designers, irrigation technicians and installation professionals. The following is a list of our Project services:

- Professional Design Consultation
- Project Management
- Plant Installation
- Seed & Sod Installation
- Irrigation Installation & Maintenance
- Drainage Solutions
- Landscape Lighting Systems
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- Outdoor Fireplaces & Entertainment Areas

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- Scheduled Lawn Maintenance
- Fertilizer Applications
- Turf Chemical Applications
- Aeration
- De-Thatching
- Shrubbery & Small Tree Trimming
- Weeding
- Mulch Installation
- Seasonal Color
- Soil PH Testing & Adjustment
- Complete Property Management

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Benefits to You

The proposed landscape enhancements/management solutions are beneficial in a number of ways:

1. SGK Landscapes, Inc. is a firm that takes as much pride in the properties they manage as the owners themselves.
2. You will have the peace of mind knowing that landscape maintenance professionals are on-site regularly.
3. SGK Landscapes, Inc. employees are uniformed, friendly, and knowledgeable.
4. SGK Landscapes, Inc. is a full service design/build/maintenance firm that can handle any of your landscape needs or wants.
5. An Account Manager will make routine site visits and schedule quarterly CARE calls to make sure all your expectations are being met.
6. Regular landscape maintenance performed by SGK Landscapes, Inc. will help to ensure that your property is managed to the level that you expect.

Fee Structure

- Start Date: Week of October 1, 2019
- Monthly Fee: \$1,653.16
- Credit Card Payments: 3.5% convenience fee for all credit card purchases.

CONTRACT SERVICES

Summer Visits

The medians along Hwy 12, from New Light Road to Spring Street, will be maintained on a schedule to provide a crisp, neat appearance. All debris, excluding major debris (storm damage, fallen trees/limbs), will be removed from the medians. Weeds will be controlled in the medians by hand pulling and chemically spraying them. Weeds will be controlled along the curbs by spraying them. We patrol the medians and identify fire ant locations. They will be treated with a granular poison and unsightly ant hill will be knocked down, once killed. **(biweekly April - October)**

****Major debris (storm damage, fallen trees/limbs) removal can be estimated and invoiced outside of current agreement.**

Winter Visits

The medians along Hwy 12, from New Light Road to Spring Street, will be maintained on a schedule to provide a crisp, neat appearance. All debris, excluding major debris (storm damage, fallen trees/limbs), will be removed from the medians. Weeds will be controlled in the medians by hand pulling and chemically spraying them. Weeds will be controlled along the curbs by spraying them. We patrol the medians and identify fire ant locations. They will be treated with a granular poison and unsightly ant hill will be knocked down, once killed. **(biweekly November - March)**

****Major debris (storm damage, fallen trees/limbs) removal can be estimated and invoiced outside of current agreement.**

Shrub Pruning

Your properties shrubbery will be pruned a maximum of **(2)** time per year. They will be trimmed to maintain growth and at a uniform level giving the property a consistent neat appearance **(Severe Pruning of over-grown shrubs is excluded in this agreement).**

****Severe Pruning of over-grown shrubs can be estimated and invoiced outside of current agreement.**

Tree Pruning

Trees will be pruned of any low hanging limbs, at or below 12ft. in height, to prevent blind spots or damage to vehicles, plus give uniform and neat appearance.

CONTRACT SERVICES

Pine Straw Install

Fresh "**Long Leaf**" pine straw will be applied to beds and tree rings **(1)** times per year. Fresh pine straw will enhance the beauty of your property, while also serving as a moisture and weed barrier.

Irrigation Start-Up

We will start up and audit the properties irrigation system at the beginning of the growing season. This audit is limited to system start up and adjustment of heads.

****Any repair work found during the audits or throughout the year will be invoiced outside of current agreement.**

Irrigation Audit

We will perform a mid-growing season audit to the properties irrigation system. This audit is limited to adjustment of heads and weather pattern adjustment.

****Any repair work found during the audits or throughout the year will be invoiced outside of current agreement.**

Irrigation Shut-Down

We will perform an end of season audit and shut-down the properties irrigation system. This audit is limited to adjustment of heads and system shut down.

****Any repair work found during the audits or throughout the year will be invoiced outside of current agreement.**

Shrub Fertilization

We will fertilize all the shrubs and ground cover in the medians at the beginning of the growing season and mid-growing season. This will produce shrubbery that is attractive in color, uniform, and health.

Tree Chemical Application

We will apply a chemical pre-treatment for scale and insects. This will be applied at the beginning of the growing season.

SubTotal (All Contract Services) \$20,149.29

The total price of all seasonal services is \$19,837.93 collected in 12 payments of \$1,653.16 per payment .

This **Commercial Landscape Management Service Agreement** (the "Agreement") dated September 30, 2019 by and between the **City of Starkville** and **SGK Landscapes, Inc.** constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at Hwy 12 Medians

The Scope of Services provided under this Agreement shall include the selected Service Options below. (See Service Options for details.)

☒ Summer Routine Service ☒ Winter Routine Service ☒ Property Detail
☒ Tree Pesticide & Fungicide App ☒ Shrub & Ground Cover Fertilization ☒ Tree/Shrub Pruning
☐ Mulch Installation ☒ Pine Straw Installation ☒ Irrigation Audit
☐ Rye Grass Installation ☐ Annual Color Installation ☐ Turf Painting

This Agreement takes effect **October 1, 2019** (the "Commencement Date"). It will continue for an original term of **12 months**. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement.

Agreement Price and Payment Terms

Your annual Agreement Price of [**nineteen thousand, eight hundred, thirty-seven dollars, and ninety-three cents**] **[\$19,837.93]** (the "Agreement Price") is based upon the selected service options and the corresponding schedule of services shown.

Payment for these services shall be made: ☐ Annually; ☐ Semiannually; ☐ Quarterly; ☒ **Monthly**; ☐ Other in accordance with the Terms and Conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

The Taxable Amount shown in the table above reflects the amount subject to sales tax under the current state and local tax codes. The sales tax is not included in the Agreement Price. The appropriate sales tax amount will be included on each invoice.

****All credit card payments are subject to a 3.5% convenience fee.****

DEFINITIONS

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean the **City of Starkville** and all of their representatives.
2. "We", "Our", "Ours" and "Us" mean **SGK Landscapes Inc.** and all of its representatives.
3. "Labor" means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
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1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements as part of our Customer Assurance Review and Evaluation ("C.A.R.E.") program.

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We will seek your on-going feedback in the form of our exclusive Service (C.A.R.E.) interviews to assure your satisfaction with our services and to continually improve our performance in meeting your needs.

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Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within forty-five (45) days of receipt. Should a payment become forty-five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 ½% per month will be charged on all amounts that become forty-five (45) days or more

delinquent.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Delays Outside Our Control: In the event that there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Early Termination: You may terminate this Agreement at any time by giving thirty (30) days notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for any reason other than our breach before its intended expiration date, you agree to pay the entire stated annual Agreement price for the year of cancellation. We will submit a final invoice to you for the total Agreement price less the amount of your payments made prior to termination.

Transfer: This Agreement may, upon our approval, which approval shall be in our sole discretion, be transferred to a new owner in the event that you should sell your property prior to the intended expiration date of this Agreement, provided, however, that such new owner assume all of your obligations under this Agreement, such assumption to be in a form satisfactory to us, in our sole discretion.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Schedule & Frequency of Services

We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the schedule and frequency of service shown in the table below:

Service options	# of Annual Visits	J	F	M	A	M	J	J	A	S	O	N	D
Summer Routine Service	Bi-Weekly				B	B	B	B	B	B	B		
Winter Routine Service	Bi-Weekly	B	B	B								B	B
Property Detail	Co-Insides w/ Routine Service	B	B	B	B	B	B	B	B	B	B	B	B
Pesticide & Fungicide Application	1				X								
Shrub & Ground Cover Fertilization	2				X			X					
Shrub & Tree Pruning	2				X						X		
Pine Straw Installation	2				X								
Irrigation Audit	3				X			X				X	
Rye Grass Installation	NIC												
Annual Color Installation	NIC												
Turf Painting	NIC												

Table Legend:

- X** - Service Scheduled to Occur Once
- B** - Service Scheduled to Occur Bi-Weekly
- W** - Service Scheduled to Occur Weekly
- NIC** - Service is Not Included in this Agreement

Your and Our Acceptance

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Authorized For: City of Starkville

Print & Sign

Title

Date

Authorized For: SGK Landscapes INC

Robert W. Teina Jr. 

Print & Sign

Landscape Maintenance Dept. Head

Title

10.15.19

Date



Landscape Maintenance Proposal & Agreement

CITY OF STARKVILLE
100 W MAIN STREET
STARKVILLE, MISSISSIPPI
39759

Louisville Street Median - Maintenance
Louisville Street Starkville, Mississippi 39759

Est ID: EST759978

Date: Sep-30-2019

Your Goals

Having the City of Starkville medians located on Louisville Street professionally maintained on a regular basis to ensure that the beds and surfaces associated with your property provide you with the appearance you desire.

Our Background

SGK Landscapes was established in 2002 by Michael Everett, who realized the need for a landscape company that cared more about customer satisfaction and quality. This company, known as Southern Green Keepers, started primarily as a lawn maintenance company. In 2006, growth came at a rapid rate with landscape construction being added to our services. In 2008, we expanded, once again, our services include project management, landscape lighting, outdoor water features, stone patios & walkways and outdoor structures.

SGK Landscapes employs two full time Account Managers, a full time Sales Professionals, an in-house Landscape Designer and Estimator. We are licensed by the Mississippi State Board of Contractors, Mississippi State Bureau of Plant Industry Landscape Horticulturists, and are also bonded and insured. We have also received many accreditations from "The Better Business Bureau", PLANET (Professional Landcare Network), Mississippi Nursery & Landscape Association, and are a member of the NFIB. SGK Landscapes was also awarded The Best People's Choice Award for local landscape companies by the Starkville Daily News and has received multiple design awards from the Houzz platform.

Commercial Customer References

Tabor Management - Beth Bland

Starkville, Ms

(662) 324-0506

Pleasant Hill Baptist Church - Dale Brewer

Columbus, MS

(662) 386-2186

PACCAR - Vipul Neghat

Columbus, MS

(662) 245-5416

Renasant Bank - Bill West

Columbus, MS

(662) 386-4469

Landscape Enhancement Solutions

Not only is SGK Landscapes, Inc. a full service landscape maintenance company. We are a design/build/project management firm. We have an experienced team of landscape designers, irrigation technicians and installation professionals. The following is a list of our Project services:

- Professional Design Consultation
- Project Management
- Plant Installation
- Seed & Sod Installation
- Irrigation Installation & Maintenance
- Drainage Solutions
- Landscape Lighting Systems
- Water Features
- Patios & Walkways
- Wooden Fence, Decks, & Arbors
- Outdoor Kitchens
- Swimming Pools
- Outdoor Fireplaces & Entertainment Areas

Visit our website: <http://www.sgklandscapes.com> to view recent projects.

Landscape Management Solutions

SGK Landscapes, Inc. is not only a full service landscape design/build and project management firm; we also provide full service maintenance packages to accommodate any size property both commercial and residential. We employ a knowledgeable and experienced team of landscape management technicians, certified spray technicians, and account managers dedicated to maintaining your property to the highest standards. Below is a list of maintenance services we provide.

- Spring & Fall Clean-Ups
- Scheduled Lawn Maintenance
- Fertilizer Applications
- Turf Chemical Applications
- Aeration
- De-Thatching
- Shrubbery & Small Tree Trimming
- Weeding
- Mulch Installation
- Seasonal Color
- Soil PH Testing & Adjustment
- Complete Property Management

Visit our website at www.sgklandscapes.com to review our complete list of services.

Benefits to You

The proposed landscape enhancements/management solutions are beneficial in a number of ways:

1. SGK Landscapes, Inc. is a firm that takes as much pride in the properties they manage as the owners themselves.
2. You will have the peace of mind knowing that landscape maintenance professionals are on-site regularly.
3. SGK Landscapes, Inc. employees are uniformed, friendly, and knowledgeable.
4. SGK Landscapes, Inc. is a full service design/build/maintenance firm that can handle any of your landscape needs or wants.
5. An Account Manager will make routine site visits and schedule quarterly CARE calls to make sure all your expectations are being met.
6. Regular landscape maintenance performed by SGK Landscapes, Inc. will help to ensure that your property is managed to the level that you expect.

Fee Structure

- Start Date: Week of October 1, 2019
- Monthly Fee: \$160.09
- Credit Card Payments: 3.5% convenience fee for all credit card purchases.

CONTRACT SERVICES

Summer Visits

The medians on Louisville Street will be maintained on a schedule to provide a crisp, neat appearance. All debris will be blown from hard surfaces. All debris, excluding major debris (storm damage, fallen trees/limbs), will be removed from the turf. Weeds will be controlled in beds by hand pulling and chemically spraying them. Weeds will be controlled in curbs by spraying them and then removing after dead. **(biweekly April - October)**

****Major debris (storm damage, fallen trees/limbs) removal can be estimated and invoiced outside of current agreement.**

Winter Visits

The medians on Louisville Street will be maintained on a schedule to provide a crisp, neat appearance. All debris will be blown from hard surfaces. All debris, excluding major debris (storm damage, fallen trees/limbs), will be removed from the turf. Weeds will be controlled in beds by hand pulling and chemically spraying them. Weeds will be controlled in curbs by spraying them and then removing after dead. **(biweekly November - March)**

****Major debris (storm damage, fallen trees/limbs) removal can be estimated and invoiced outside of current agreement.**

Mulch Install

Fresh "**Norman**" mulch will be applied to beds and tree rings **(1)** times per year. Fresh mulch will enhance the beauty of your property, while also serving as a moisture and weed barrier.

Shrub Pruning

Your properties shrubbery will be pruned a maximum of **(2)** time per year. They will be trimmed to maintain growth and at a uniform level giving the property a consistent neat appearance **(Severe Pruning of over-grown shrubs is excluded in this agreement)**. Trees will be pruned of any low hanging limbs, **at or below 12ft. in height**, to prevent bodily injury, plus give uniform and neat appearance.

****Severe Pruning of over-grown shrubs can be estimated and invoiced outside of current agreement.**

CONTRACT SERVICES

SubTotal (All Contract Services)	\$1,921.12
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The total price of all seasonal services is \$1,921.12 collected in 12 payments of \$160.09 per payment .

This **Commercial Landscape Management Service Agreement** (the "Agreement") dated September 30, 2019 by and between the **City of Starkville** and **SGK Landscapes, Inc.** constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at Louisville Street Medians.

The Scope of Services provided under this Agreement shall include the selected Service Options below. (See Service Options for details.)

☒ Summer Routine Service	☒ Winter Routine Service	☒ Property Detail
☐ Turf Weed Control	☐ Turf Fertilization	☒ Tree/Shrub Pruning
☒ Mulch Installation	☐ Pine Straw Installation	☐ Irrigation Audit
☐ Rye Grass Installation	☐ Annual Color Installation	☐ Turf Painting

This Agreement takes effect **October 1, 2019** (the "Commencement Date"). It will continue for an original term of **12 months**. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement.

Agreement Price and Payment Terms

Your annual Agreement Price of [**one thousand, nine hundred, twenty-one dollars, and twelve cents**] **[\$1,921.12]** (the "Agreement Price") is based upon the selected service options and the corresponding schedule of services shown.

Payment for these services shall be made: ☐ Annually; ☐ Semiannually; ☐ Quarterly; ☒ **Monthly**; ☐ Other in accordance with the Terms and Conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

The Taxable Amount shown in the table above reflects the amount subject to sales tax under the current state and local tax codes. The sales tax is not included in the Agreement Price. The appropriate sales tax amount will be included on each invoice.

****All credit card payments are subject to a 3.5% convenience fee.****

DEFINITIONS

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean the **City of Starkville** and all of their representatives.
2. "We", "Our", "Ours" and "Us" mean **SGK Landscapes Inc.** and all of its representatives.
3. "Labor" means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements as part of our Customer Assurance Review and Evaluation ("C.A.R.E.") program.

C.A.R.E. INTERVIEWS

We will seek your on-going feedback in the form of our exclusive Service (C.A.R.E.) interviews to assure your satisfaction with our services and to continually improve our performance in meeting your needs.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within forty-five (45) days of receipt. Should a payment become forty-five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 ½% per month will be charged on all amounts that become forty-five (45) days or more

delinquent.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Delays Outside Our Control: In the event that there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Early Termination: You may terminate this Agreement at any time by giving thirty (30) days notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for any reason other than our breach before its intended expiration date, you agree to pay the entire stated annual Agreement price for the year of cancellation. We will submit a final invoice to you for the total Agreement price less the amount of your payments made prior to termination.

Transfer: This Agreement may, upon our approval, which approval shall be in our sole discretion, be transferred to a new owner in the event that you should sell your property prior to the intended expiration date of this Agreement, provided, however, that such new owner assume all of your obligations under this Agreement, such assumption to be in a form satisfactory to us, in our sole discretion.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Schedule & Frequency of Services

We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the schedule and frequency of service shown in the table below:

Service options	# of Annual Visits	J	F	M	A	M	J	J	A	S	O	N	D
Summer Routine Service	Bi-Weekly				B	B	B	B	B	B	B		
Winter Routine Service	Bi-Weekly	B	B	B								B	B
Property Detail	Co-Insides w/ Routine Service	B	B	B	B	B	B	B	B	B	B	B	B
Turf Weed Control	NIC												
Turf Fertilization	NIC												
Shrub & Tree Pruning	2				X						X		
Mulch/Pine Straw Installation	1										X		
Irrigation Audit	NIC												
Rye Grass Installation	NIC												
Annual Color Installation	NIC												
Turf Painting	NIC												

Table Legend:

- X** - Service Scheduled to Occur Once
- B** - Service Scheduled to Occur Bi-Weekly
- W** - Service Scheduled to Occur Weekly
- NIC** - Service is Not Included in this Agreement

Your and Our Acceptance

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

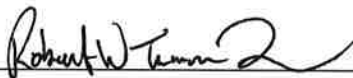
Authorized For: City of Starkville

Print & Sign

Title

Date

Authorized For: SGK Landscapes INC

Robert W. Tamm Jr. 

Print & Sign

Landscape Maintenance Dept. Head

Title

10.15.19

Date



Landscape Maintenance Proposal & Agreement

CITY OF STARKVILLE
100 W MAIN STREET
STARKVILLE, MISSISSIPPI
39759

Nash Street Medians - Maintenance
South Nash Street Starkville, Mississippi 39759

Est ID: EST760050

Date: Sep-30-2019

Your Goals

Having the City of Starkville medians located on Nash Street professionally maintained on a regular basis to ensure that the beds and surfaces associated with your property provide you with the appearance you desire.

Our Background

SGK Landscapes was established in 2002 by Michael Everett, who realized the need for a landscape company that cared more about customer satisfaction and quality. This company, known as Southern Green Keepers, started primarily as a lawn maintenance company. In 2006, growth came at a rapid rate with landscape construction being added to our services. In 2008, we expanded, once again, our services include project management, landscape lighting, outdoor water features, stone patios & walkways and outdoor structures.

SGK Landscapes employs two full time Account Managers, a full time Sales Professionals, an in-house Landscape Designer and Estimator. We are licensed by the Mississippi State Board of Contractors, Mississippi State Bureau of Plant Industry Landscape Horticulturists, and are also bonded and insured. We have also received many accreditations from "The Better Business Bureau", PLANET (Professional Landcare Network), Mississippi Nursery & Landscape Association, and are a member of the NFIB. SGK Landscapes was also awarded The Best People's Choice Award for local landscape companies by the Starkville Daily News and has received multiple design awards from the Houzz platform.

Commercial Customer References

Tabor Management - Beth Bland

Starkville, Ms

(662) 324-0506

PACCAR - Vipul Neghat

Columbus, MS

(662) 245-5416

Pleasant Hill Baptist Church - Dale Brewer

Columbus, MS

(662) 386-2186

Renasant Bank - Bill West

Columbus, MS

(662) 386-4469

Landscape Enhancement Solutions

Not only is SGK Landscapes, Inc. a full service landscape maintenance company. We are a design/build/project management firm. We have an experienced team of landscape designers, irrigation technicians and installation professionals. The following is a list of our Project services:

- Professional Design Consultation
- Project Management
- Plant Installation
- Seed & Sod Installation
- Irrigation Installation & Maintenance
- Drainage Solutions
- Landscape Lighting Systems
- Water Features
- Patios & Walkways
- Wooden Fence, Decks, & Arbors
- Outdoor Kitchens
- Swimming Pools
- Outdoor Fireplaces & Entertainment Areas

Visit our website: <http://www.sgklandscapes.com> to view recent projects.

Landscape Management Solutions

SGK Landscapes, Inc. is not only a full service landscape design/build and project management firm; we also provide full service maintenance packages to accommodate any size property both commercial and residential. We employ a knowledgeable and experienced team of landscape management technicians, certified spray technicians, and account managers dedicated to maintaining your property to the highest standards. Below is a list of maintenance services we provide.

- Spring & Fall Clean-Ups
- Scheduled Lawn Maintenance
- Fertilizer Applications
- Turf Chemical Applications
- Aeration
- De-Thatching
- Shrubbery & Small Tree Trimming
- Weeding
- Mulch Installation
- Seasonal Color
- Soil PH Testing & Adjustment
- Complete Property Management

Visit our website at www.sgklandscapes.com to review our complete list of services.

Benefits to You

The proposed landscape enhancements/management solutions are beneficial in a number of ways:

1. SGK Landscapes, Inc. is a firm that takes as much pride in the properties they manage as the owners themselves.
2. You will have the peace of mind knowing that landscape maintenance professionals are on-site regularly.
3. SGK Landscapes, Inc. employees are uniformed, friendly, and knowledgeable.
4. SGK Landscapes, Inc. is a full service design/build/maintenance firm that can handle any of your landscape needs or wants.
5. An Account Manager will make routine site visits and schedule quarterly CARE calls to make sure all your expectations are being met.
6. Regular landscape maintenance performed by SGK Landscapes, Inc. will help to ensure that your property is managed to the level that you expect.

Fee Structure

- Start Date: Week of October 1, 2019
- Monthly Fee: \$155.16
- Credit Card Payments: 3.5% convenience fee for all credit card purchases.

CONTRACT SERVICES

Summer Visits

The medians on Nash Street will be maintained on a schedule to provide a crisp, neat appearance. All debris, excluding major debris (storm damage, fallen trees/limbs), will be removed from the turf. Weeds will be controlled in beds by hand pulling and chemically spraying them. Weeds will be controlled in curbs by spraying them and then removing after dead. **(biweekly April - October)**

****Major debris (storm damage, fallen trees/limbs) removal can be estimated and invoiced outside of current agreement.**

Winter Visits

The medians on Nash Street will be maintained on a schedule to provide a crisp, neat appearance. All debris, excluding major debris (storm damage, fallen trees/limbs), will be removed from the beds. Weeds will be controlled in beds by hand pulling and chemically spraying them. Weeds will be controlled in curbs by spraying them and then removing after dead. **(bi-weekly November - March)**

****Major debris (storm damage, fallen trees/limbs) removal can be estimated and invoiced outside of current agreement.**

Mulch Install

Fresh "**Norman**" mulch will be applied to beds and tree rings **(1)** times per year. Fresh mulch will enhance the beauty of your property, while also serving as a moisture and weed barrier.

SubTotal (All Contract Services)	\$1,861.90
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The total price of all seasonal services is \$1,861.90 collected in 12 payments of \$155.16 per payment .

This **Commercial Landscape Management Service Agreement** (the "Agreement") dated September 30, 2019 by and between the **City of Starkville** and **SGK Landscapes, Inc.** constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at **Nash Street Medians**

The Scope of Services provided under this Agreement shall include the selected Service Options below. (See Service Options for details.)

☒ Summer Routine Service	☒ Winter Routine Service	☒ Property Detail
☐ Turf Weed Control	☐ Turf Fertilization	☒ Tree/Shrub Pruning
☒ Mulch Installation	☐ Pine Straw Installation	☐ Irrigation Audit
☐ Rye Grass Installation	☐ Annual Color Installation	☐ Turf Painting

This Agreement takes effect **October 1, 2019** (the "Commencement Date"). It will continue for an original term of **12 months**. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement.

Agreement Price and Payment Terms

Your annual Agreement Price of [**one thousand, eight hundred, sixty-one dollars, and ninety cents**] **{\$1,861.90}** (the "Agreement Price") is based upon the selected service options and the corresponding schedule of services shown.

Payment for these services shall be made: ☐ Annually; ☐ Semiannually; ☐ Quarterly; ☒ **Monthly**; ☐ Other in accordance with the Terms and Conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

The Taxable Amount shown in the table above reflects the amount subject to sales tax under the current state and local tax codes. The sales tax is not included in the Agreement Price. The appropriate sales tax amount will be included on each invoice.

****All credit card payments are subject to a 3.5% convenience fee.****

DEFINITIONS

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean the **City of Starkville** and all of their representatives.
2. "We", "Our", "Ours" and "Us" mean **SGK Landscapes Inc.** and all of its representatives.
3. "Labor" means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements as part of our Customer Assurance Review and Evaluation ("C.A.R.E.") program.

C.A.R.E. INTERVIEWS

We will seek your on-going feedback in the form of our exclusive Service (C.A.R.E.) interviews to assure your satisfaction with our services and to continually improve our performance in meeting your needs.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within forty-five (45) days of receipt. Should a payment become forty-five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 1/2% per month will be charged on all amounts that become forty-five (45) days or more delinquent.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being

in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Delays Outside Our Control: In the event that there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Early Termination: You may terminate this Agreement at any time by giving thirty (30) days notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for any reason other than our breach before its intended expiration date, you agree to pay the entire stated annual Agreement price for the year of cancellation. We will submit a final invoice to you for the total Agreement price less the amount of your payments made prior to termination.

Transfer: This Agreement may, upon our approval, which approval shall be in our sole discretion, be transferred to a new owner in the event that you should sell your property prior to the intended expiration date of this Agreement, provided, however, that such new owner assume all of your obligations under this Agreement, such assumption to be in a form satisfactory to us, in our sole discretion.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Schedule & Frequency of Services

We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the schedule and frequency of service shown in the table below:

Service options	# of Annual Visits	J	F	M	A	M	J	J	A	S	O	N	D
Summer Routine Service	Bi-Weekly				B	B	B	B	B	B	B		
Winter Routine Service	Bi-Weekly	B	B	B								B	B
Property Detail	Co-Insides w/ Routine Service	B	B	B	B	B	B	B	B	B	B	B	B
Turf Weed Control	NIC												
Turf Fertilization	NIC												
Shrub & Tree Pruning	2				X						X		
Mulch/Pine Straw Installation	1										X		
Irrigation Audit	NIC												
Rye Grass Installation	NIC												
Annual Color Installation	NIC												
Turf Painting	NIC												

Table Legend:

- X** - Service Scheduled to Occur Once
- B** - Service Scheduled to Occur Bi-Weekly
- W** - Service Scheduled to Occur Weekly
- NIC** - Service is Not Included in this Agreement

Your and Our Acceptance

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Authorized For: City of Starkville

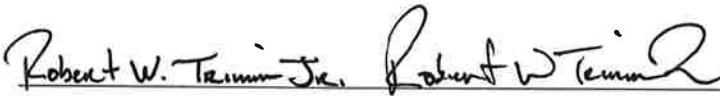


Print & Sign

D. Lynn Spruill
Title Mayor

10.15.2019
Date

Authorized For: SGK Landscapes INC



Print & Sign

Landscape Maintenance Dept. Head
Title

10.15.19
Date

27. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS (\$25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES FOR THE PARKS AND RECREATION DEPARTMENT.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing the issuance of General Obligation Public Improvement Bonds of the municipality or a General Obligation Public Improvement Bond of the municipality for sale to the Mississippi Development Bank, or authorizing entering into a loan agreement with and obtaining a loan from the Mississippi Development Bank, all in the maximum principal amount of twenty-five million dollars (\$25,000,000), in one or more federally taxable or tax-exempt series, to provide funds for the authorized purposes; and for related purposes for the Parks and Recreation department. The Board voted as follows:

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

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS (\$25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

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

"Act" shall mean House Bill No. 1565, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2019 and signed by the Governor (the "Governor") of the State on April 3, 2019 (the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State.

"Special Tax Authorized Purpose" shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

“General Municipal Improvements Authorized Purpose” shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years.

The Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the “Authorized Purposes”), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation public improvement bonds (the “Bonds”), issuing a general obligation public improvement bond of the Municipality (the “Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”) or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”).

Pursuant to the provisions of the Act, and by resolution adopted September 17, 2019, the Governing Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorize Purposes, and directed that said resolution be published three times in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper on September 24, 2019, October 1, 2019, and October 8, 2019, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

Said resolution was duly published once a week for at least three (3) consecutive weeks, the first publication having been made not less than twenty-one (21) days prior to October 15, 2019, being the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, and the last publication having been made not more than seven (7) days prior to such date, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

On or prior to the hour specified on said date, no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, or any petition that an election be called on the question of the issuance of the Bonds or the Qualified Obligation or obtaining the Loan was filed, and no such protest or petition has been filed as of the time and date of adoption of this resolution against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan.

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

SECTION 1. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum principal amount of Twenty-Five Million Dollars (\$25,000,000), in one or more federally taxable or tax-exempt series, for the Authorize Purposes.

The Bonds or the Qualified Obligation will be issued and sold or the Loan obtained pursuant to subsequent orders of the Governing Body.

AFFIDAVIT OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

STATE OF MISSISSIPPI

Anna Warnock being duly sworn, says:

That she is Classified Clerk of Starkville Daily New, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 24, 2019

October 1, 2019

October 8, 2019

That said newspaper was regularly issued and circulated on those dates:
SIGNED

Anna Warnock
CLASSIFIED CLERK

Subscribed to and sworn to me this 8 day of October, 2019.

Sara Madison Hendrix



1. The first part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

2. The second part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

3. The third part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

4. The fourth part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

5. The fifth part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

6. The sixth part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

7. The seventh part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

8. The eighth part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

9. The ninth part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

10. The tenth part of the document is a list of names and their corresponding addresses. The names are listed in a single column, and the addresses are listed in a single column. The names are: John Doe, Jane Doe, and John Doe. The addresses are: 123 Main St, 456 Main St, and 789 Main St.

28. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 202 MCKINLEY STREET WITH THE PARCEL NUMBER 102B-00-026.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to call for a public hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 202 McKinley Street with the parcel number 102B-00-026.00 is a menace to the public health, safety, and welfare of the community. The Board voted as follows:

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

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

29. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 333 LONG STREET WITH THE PARCEL NUMBER 118O-00-031.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to call for a public hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 333 Long Street with the parcel number 118O-00-031.00 is a menace to the public health, safety, and welfare of the community. The Board voted as follows:

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

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

30. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 606 WHITFIELD STREET WITH THE PARCEL NUMBER 102C-00-155.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to call for a public hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 606 Whitfield Street with the parcel number 102C-00-155.00 is a menace to the public health, safety, and welfare of the community. The Board voted as follows:

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

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

31. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 722 VINE STREET WITH THE PARCEL NUMBER 102H-00-170.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to call for a public hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 722 Vine Street with the parcel number 102H-00-170.00 is a menace to the public health, safety, and welfare of the community. The Board voted as follows:

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

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

32. REQUEST APPROVAL OF A SPECIAL EVENT REQUEST FOR THE 2020 FROSTBITE HALF MARATHON AND 2020 SOUPER BOWL WITH IN-KIND SERVICES TO BE HELD ON SATURDAY, JANUARY 25, 2020.

Alderman Little, duly seconded by Alderman Walker, offered a motion to approve a Special Event request for the 2020 Frostbite Half Marathon and 2020 Souper Bowl with in-kind services to be held Saturday, January 25, 2020 with the condition that proof of insurance with coverage consistent with the City's Special Events Policy is provided a minimum of 20 days prior to the event. The Board voted as follows:

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

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

33. CONSIDERATION OF FP 19-09 REQUEST FOR FINAL PLAT APPROVAL FOR PHASE 1 OF THE PORTICO SUBDIVISION ON THE NORTH SIDE OF GARRARD ROAD +/- 660' WEST OF OLD WEST POINT ROAD IN A R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 117C-00-036.01.

Emily Corbin Camp presented FP 19-09. The applicant Crosstown Builders is requesting Final Plat approval for phase 1 of the Portico Subdivision. The proposed subdivision is named "Portico, Phase 1". Phase I consist of 18 lots. The entire proposed subdivision consists of 51 lots and is located on the north side of Garrard Road +/- 660' west of Old West Point Road.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve FP 19-09: Request for Final Plat approval for phase 1 of the Portico Subdivision on the north side of Garrard Road +/- 660' west of Old West Point Road in a R-3A zoning district with the parcel number 117C-00-036.01 with fifteen (15) conditions.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea

Alderman Hamp Beatty	Voted: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-3A zoning dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Erosion control vegetation shall be established on all disturbed areas.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk and any other infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and utilities and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
14. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
15. The lot size of each lot shall be shown on the final plat.

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKETS

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Dockets for all departments including Starkville Utilities, as of September 30, 2019 and October 8, 2019 for fiscal years ending 9/30/19 and 9/30/20, acknowledging that the City Clerk has attested and certified on the cover of the claims dockets that all claims on the dockets are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

FY 19 Docket:

General Fund	001	\$ 109,788.77
Restricted Fire Fund	003	40,178.26
Airport Fund	015	27,719.12
Sanitation	022	14,357.52
Landfill	023	5,924.03
Industrial Park Bond	303	24,698.69
Public Improvements Bond 2018	319	105,153.31
Total Claims	Total	\$ 327,819.70

FY 20 Docket:

General Fund	001	\$ 853,538.49
Airport Fund	015	517.13
Sanitation	022	32,332.46
Computer Assessments	107	175.00
Park and Rec, Tourism	375	130,773.00
Sub Total Before Utilities		\$1,017,336.08
Utilities Dept.	SED	1,408,240.02
Total Claims	Total	\$ 2,425,576.10

35. MOTION TO ADJOURN UNTIL NOVEMBER 5, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, for the Board of Aldermen to adjourn the meeting until November 5, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Absent
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 19th DAY OF NOVEMBER 2019.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

SEAL)