**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
December 15, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on December 15, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, David Little, Hamp Beatty, Henry Vaughn, Sr. and Roy A'. Perkins as well as City Clerk / CFO Lesa Hardin. Aldermen Sandra Sistrunk and Jason Walker attended telephonically or by videoconference as did City Attorney Chris Latimer.

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed each was present, she opened the meeting with the Pledge of Allegiance followed by a moment of silence.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little asked to add XI, Engineering Department, Item D.7, Linkage TAP Project Bid, to consent.

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

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

Alderman Carver offered a motion, duly seconded by Alderman Little, to approve the December 15, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, DECEMBER 15, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE DECEMBER 1, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING AND CONSIDERATION TO AMEND THE NO SMOKING ORDINANCE FOR THE CITY OF STARKVILLE TO INCLUDE CIGAR LOUNGES UNDER CERTAIN RESTRICTIONS.

B. SECOND PUBLIC HEARING AND CONSIDERATION TO ADOPT AND AMEND CODE CHAPTER 98 AND THE ORDINANCE FOR THE NEW STREET MAP AND ACCEPT NAME CHANGES AND NAME CORRECTIONS TO THE CITY OF STARKVILLE STREET MAP IN ACCORDANCE WITH MS CODE §65-7-143 (4).

C. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 606 WHITFIELD STREET WITH PARCEL NUMBER 102C-00-155.00 AND 102 CURTIS STREET WITH PARCEL NUMBER 102C-00-177.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

D. PUBLIC HEARING AND CONSIDERATION OF VA 20-04: A REQUEST FOR A VARIANCE FROM REQUIRED CURB WIDTH, BUILDING SETBACK, RIGHT OF WAY & MEDIAN LIMITS, AND TRAVEL LANE WIDTH FOR PHASE III ADELAIDE SUBDIVISION LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT WITH PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF THE RE-INSTATEMENT OF A RECYCLING PROGRAM FOR THE CITY OF STARKVILLE

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT

1. CONSIDERATION OF PP 20-05 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR "ADELAIDE, PHASE III".

2. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.

C. COURTS

1. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE 2021 STREET OVERLAY LISTING AND AUTHORIZING THE CITY ENGINEER TO ADVERTISE FOR BIDS FOR THE 2021 STREET IMPROVEMENT PROJECT.

2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE STARK ROAD SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATION, LLC IN THE AMOUNT OF $9,655.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

3. CONSIDERATION OF APPROVAL OF THE OLD WEST POINT BRIDGE PROJECT DESIGN AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE PROJECT.

4. CONSIDERATION OF AUTHORIZING THE MAYOR TO APPROVE AN AS-NEEDED CONTRACT WITH NEEL SHAFFER TO PROVIDE AS-NEEDED SURVEYING SERVICES.

5. CONSIDERATION OF TRANSFERRING THE WATER DEPARTMENT BUILDING LOCATED AT 402 DR. D.L. CONNOR DRIVE TO THE STREET DEPARTMENT ONCE THE NEW OPERATIONS CENTER BUILDING IS COMPLETED (ANTICIPATED SUMMER 2021) WITH THE UTILITIES DEPARTMENT RETAINING A PORTION OF THE BUILDING AND GROUNDS FOR WATER OPERATIONS.

6. CONSIDERATION OF PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT #2 FOR THE BUILD GRANT PROJECT RELATED TO PRELIMINARY ENGINEERING SERVICES.

7. CONSIDERATION OF RECEIVING THE BIDS FOR THE LINKAGE TAP PROJECT, ACCEPTANCE OF THE LOW BID FROM BYRUM CONSTRUCTION IN THE AMOUNT OF $609,795.95 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT AND ALL NECESSARY MDOT PAPERWORK.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 8, 2020 FOR FISCAL YEAR ENDING 9/30/21, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL

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

2. ACCEPTANCE OF THE NOVEMBER 2020 FINANCIAL STATEMENTS.

3. ACCEPTANCE OF FISCAL YEAR 2021 BUDGET AMENDMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE WILLIAM “RYAN” MOTT, ANNA BETH ROBERTSON, AND SARAH E. THOMPSON, AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT AND TO RETAIN THE CANDIDATES FROM THE SELECTION PROCESS HELD ON DECEMBER 7, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE STARKVILLE FIRE DEPARTMENT DUE TO RETIREMENTS, RESIGNATION OR TERMINATIONS, TO THE STARKVILLE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

2. REQUEST AUTHORIZATION TO HIRE MIGUEL GRAHAM AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT AND JACOB BARKSDALE AND JORGE MANJARREZ AS AN ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE JUSTIN MAYNARD AND SARAH PEREZ AS CODE ENFORCEMENT OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE BOBBY BARDWELL AS A MAINTENANCE WORKER IN THE STREET DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER REED AS AN AUTO TECHNICIAN FOR THE UTILITIES AND STREET DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF SERVICE ORDER WITH CSPIRE FOR FIBER INTERNET SERVICE FOR CORNERSTONE PARK AT STATE CONTRACT PRICING.

I. PARKS

1. REQUEST APPROVAL OF RECOMMENDATION FROM THE DESIGN TEAM TO AWARD CORNERSTONE PHASE 2 – BUILDINGS TO THE LOWEST BIDDER, T&M STEEL ERECTORS, INC., IN THE AMOUNT OF $3,192,000 WHICH INCLUDES INSTALLATION OF PAVILION AND RESTROOMS BUILDINGS/STRUCTURES FOR THE CORNERSTONE PROJECT.

J. POLICE DEPARTMENT

1. POLICE DIVISION
   THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT DIVISION

    1. CONSIDERATION OF A RESOLUTION UNDER MISS. CODE ANN. § 21-19-11 TO ADJUDICATE THE COST OF CLEANING PROPERTY, IMPOSING A PENALTY AND LIEN OF THE SAME AGAINST PROPERTY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO SELL THE TIMBER INVOLVING 38+/- ACRES ON THE SOUTH END OF THE WASTEWATER TREATMENT PLANT PROPERTY TO B&G WOOD INC. FOR $40,000.00.

2. REQUEST APPROVAL OF LOWEST QUOTE FROM CONSOLIDATED PIPE & SUPPLY IN THE AMOUNT OF $6,998.00 FOR THE PURCHASE OF MANHOLE RISERS.

3. REQUEST APPROVAL OF LOWEST QUOTE FROM SYNERGETICS TO REPLACE AN OUTDATED BARRACUDA WEBFILTER IN THE AMOUNT OF $19,795.00 WHICH INCLUDES A 5-YEAR LICENSING/EQUIPMENT AGREEMENT.

4. REQUEST AUTHORIZATION TO PURCHASE 6 DELL COMPUTERS FROM STATE CONTRACT TO REPLACE COMPUTERS THAT HAVE REACHED THE END OF LIFE IN AMOUNT $8,624.94.

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

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

XV. <u>OPEN SESSION</u>

XVI. <u>ADJOURN UNTIL JANUARY 5, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.</u>

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

Consent items 2 – 25:

2. CONSIDERATION OF THE MINUTES OF THE DECEMBER 1, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the December 1, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING COMMUNITY DEVELPOMENT CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval to replace the existing Canon copier with a Canon IRA DX C5760IF copier" is enumerated, this consent item is thereby approved.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between ______ **City Of Starkville** ______ (hereinafter referred to as Customer), and **Canon USA, Inc.** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency**.**

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. <u>ALTERATIONS, ATTACHMENTS, AND SUPPLIES:</u>

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. <u>ASSIGNMENT:</u> The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. <u>GOVERNING LAW:</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. <u>NOTICE:</u> Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

<u>16.</u> <u>WAIVER:</u> Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

<u>17.</u> <u>CAPTIONS:</u> The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

<u>18.</u> <u>SEVERABILITY:</u> If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

<u>19.</u> <u>THIRD PARTY ACTION NOTIFICATION:</u> Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

<u>20.</u> <u>AUTHORITY TO CONTRACT:</u> Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq*. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the________________day of ___________________, 20 ___ .

Vendor: Canon Solutions America____________

By:___________________________________

Authorized Signature

Printed Name:

Title:

Witness my signature this the ____________day of _________________ , 20_____.

Customer: ____________________________________

By: ____

Authorized Signature

Printed Name:___________________________

Title:________________________________

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: City Of Starkville- City Hall

Bill To Address: 110 West Main Street

City Hall

Starkville, MS 39759

Ship To Address: 110 West Main Street

City Hall

Starkville, MS 39759

Description of Equipment, Software, or Services	**Price:**
IRA DX C5760i Base Model, Cassette Feeding Unit	
Inner Finisher, Super G3Fax Board, Power Filter	**$245**

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 60
Start Date: 12/1/20
End Date: 11/30/25

Modifications: Maintenance includes all toner, parts, labor and supplies. Everything but paper and staples. **IRA DX C5760i -** Paying $.00623 per b/w copy and $.04674 per color copy.

______________________ ______________________

Vendor Signature Customer Signature

4. CONSIDERATION OF A RENTAL AGREEMENT TO REPLACE THE EXISTING COURT CANON COPIER WITH A CANON IMAGE RUNNER ADVANCE DX 257IF COPIER.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval to replace the existing Canon copier with a Canon IRA DX 527IF copier" is enumerated, this consent item is thereby approved.

(agreement on following page)

5. CONSIDERATION OF APPROVING THE 2021 STREET OVERLAY LISTING AND AUTHORIZING THE CITY ENGINEER TO ADVERTISE FOR BIDS FOR THE 2021 STREET IMPROVEMENT PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the 2021 Street Overlay listing and authorizing the City Engineer to advertise for bids for the 2021 Street Improvement Project" is enumerated, this consent item is thereby approved. (street list follows copier agreement)

6. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE STARK ROAD SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATION, LLC IN THE AMOUNT OF $9,655.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the low quote for the Stark Road Sidewalk Project from H&H Construction and Excavation, LLC and authorizing the Mayor to execute a construction contract" is enumerated, this consent item is thereby approved.

			H & H Construction and Excavating, LLC		AAA Lawncare, LLC	
Pay Item	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension
4" CONCRETE SIDEWALK (5' WIDE)	895.0	SF	$ 9.00	$ 8,055.00	$ 9.50	$ 8,502.50
10" PVC PIPE (INCLUDING BACKFILL)	10.0	LF	$ 60.00	$ 600.00	$ 72.50	$ 725.00
EROSION CONTROL & ESTABLISHMENT OF PERMANENT VEGETATION	1.0	LS	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
			Total:	**$ 9,655.00**	**Total:**	$ 10,227.50

7. CONSIDERATION OF APPROVAL OF THE OLD WEST POINT BRIDGE PROJECT DESIGN AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the Old West Point Bridge project design and authorization to advertise for construction bids for the project which will be funded with the ERBF allocation awarded by MDOT" is enumerated, this consent item is thereby approved.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between ______**City Of Starkville**_______(hereinafter referred to as Customer), and **Canon USA, Inc.** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq*. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

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31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the ________________day of ___________________, 20 ___ .

Vendor: Canon Solutions America ____________

By: ___________________________________

Authorized Signature

Printed Name:

Title:

Witness my signature this the ____________day of _________________ , 20_____.

Customer: ____________________________________

By: ____

Authorized Signature

Printed Name:____________________________

Title:_________________________________

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: City Of Starkville- City Hall

Bill To Address: 110 West Main Street

City Hall

Starkville, MS 39759

Ship To Address: 110 West Main Street

City Hall

Starkville, MS 39759

Description of Equipment, Software, or Services	**Price:**
IRA DX 527if Base Model, Cassette Feeding Unit-AR1	**$50**

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 60
Start Date: 12/1/20
End Date: 11/30/25

Modifications: Maintenance includes all toner, parts, labor and supplies. Everything but paper. **IRA 525if III** – paying $.0098 per b/w copy.

____________________ ____________________

Vendor Signature Customer Signature

THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE- 2021 STREET IMPROVEMENT PROGRAM

12/9/2020

Street Project	Project Limits (from)	(to)	Length	Width	Work Type
ROADWAY MAINTENANCE PROJECTS-PRIORITY 4					
Broad	Oktibbeha	Old West Point	906	28	Patching, Overlay
Cherry	Bridle path	Woodlawn	957	20	Patching, Overlay
City Alley	Washington	Lampkin	424	20	Patching, Overlay
City Parking Lot	Lampkin Street		130	130	Patching, Overlay, Striping, Islands
Colonial Circle	Countryside	Colonial Cir (east)	2050	28	Patching, Overlay
Gladney	Whitfield	Greensboro	750	16	Patching, Overlay
Hancock	Spring	Hwy 12	1694	29	Patching, Overlay, Striping
Hogan	Russell	Montgomery	589	26	Patching, Overlay
Imes	Howard	Cul-de-sac	805	19	Patching, Overlay
Jackson	Hwy 12	Yellowjacket	530	32	Patching, Overlay, Striping
Josey	Lindbergh	McKee	1545	20	Patching, Overlay
Montgomery	Gillespie	Hogan	1088	26	Patching, Overlay, Striping
Nottingham	Montgomery	Lincoln Green	1297	34	Patching, Overlay, Striping
Pear	Banyan	Cul-de-sac	200	28	Patching, Overlay
Rockhill	Garrard	Hwy 82 overpass	3907	24	Patching, Overlay, Striping
S. Nash	University	Lummus	898	30	Patching, Overlay
Sycamore	Walnut (west)	Dead End	711	28	Patching, Overlay
Sycamore	Chestnut	Willow	796	27	Patching, Overlay
Tea Rose	Greenbriar	Cul-de-sac	350	28	Patching, Overlay
Vine	Gillespie	Highway 12	1260	28	Patching, Overlay, Striping
Washington	Main	Lampkin	336	44	Patching, Overlay, Striping
West Bound	Crossgate	Southward	1394	28	Patching, Overlay
Greensboro	Reed	Whitfield	2521	25	Patching, Overlay, Striping
Peach	Poplar	Sycamore	348	28	Patching, Overlay
Chestnut	Louisville	Sycamore	740	37	Patching, Overlay, Striping
Pecan	Previous overlay	Dead End	913	20	Patching, Overlay
Pueblo	Mohawk	Cul-de-sac	496	26	Patching, Overlay
West Main	Ernest Jones Jr.	Hwy 182	1458	20	Patching, Overlay
Henderson	Base Repairs and Cul-de-sac		225	28	Patching, Overlay
Restriping Existing Primary Roadways					
Milling Existing roadways (approx. 33%)			21047	Sq. Yd.	-
		Total	5.51	miles	

Indicates addition from original plan

Subtotal Priority 4	$1,164,985

Original P4 Roadways that will be incorporated into the next Overlay Program listing

Logan	Lynn	Lynn	1091	28	Patching, Overlay
Mangrove Palm	Plum	Dogwood	1246	28	Patching, Overlay
Spruce	Plum	Douglas McArthur	1180	28	Patching, Overlay
Carver	Hiwassee	Dead End (east)	1487	28	Patching, Overlay
Ward	Prev. overlay	McKinley	692	20	Patching, Overlay
S. Washington	RR Bridge	Gillespie	770	26	Patching, Overlay

8. CONSIDERATION OF AUTHORIZING THE MAYOR TO APPROVE AN AS-NEEDED CONTRACT WITH NEEL SHAFFER TO PROVIDE AS-NEEDED SURVEYING SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of authorizing the Mayor to approve an as-needed contract with Neel Shaffer to provide as-needed surveying services" is enumerated, this consent item is thereby approved. (contract follows this page)

9. CONSIDERATION OF TRANSFERRING THE WATER DEPARTMENT BUILDING LOCATED AT 402 DR. D.L. CONNOR DRIVE TO THE STREET DEPARTMENT ONCE THE NEW OPERATIONS CENTER BUILDING IS COMPLETED (ANTICIPATED SUMMER 2021) WITH THE UTILITIES DEPARTMENT RETAINING A PORTION OF THE BUILDING AND GROUNDS FOR WATER OPERATIONS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of transferring the Water Department Building located at 402 Dr. D.L. Connor Drive to the Street Department once the new operations center building is completed (anticipated Summer 2021) with the Utilities Department retaining a portion of the building and grounds for water operations" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT #2 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE BUILD GRANT PROJECT RELATED TO PRELIMINARY ENGINEERING SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of Professional Services Supplemental Agreement #2 with Kimley-Horn and Associates, Inc. for the BUILD Grant project related to Preliminary Engineering Services" is enumerated, this consent item is thereby approved.

(agreement follows Neel-Schaffer contract)

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

November 4, 2020

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

REFERENCE: AS-NEEDED SURVEY SERVICES

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer as-needed surveying services to the City of Starkville for the Fiscal Year 2020-2021. These services shall automatically renew annually unless otherwise requested to be terminated by either the City of Starkville or Neel-Schaffer, Inc. All services will be performed in accordance with the General Terms and Conditions in Exhibit A.

Neel-Schaffer proposes to provide these services on an hourly basis, and we will communicate a not-to-exceed fee for each task assigned. NSI's hourly rates shall be based on a raw wage labor mark-up (LMU) of 2.8 and tasks shall be billed monthly as work progresses. All invoices shall include the name of the task, employees working on each task, and general comments about their work being performed.

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

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

Sincerely,

NEEL-SCHAFFER, INC.

Kevin Stafford, P.E.
Vice President

Cc: Edward Kemp, P. E., City Engineer

ACCEPTED: CITY OF STARKVILLE

SIGNATURE: ______________________

TITLE: Mayor

DATE: 12-16-2020

P.O. Box 2100/39704-2100, 2310 Martin Luther King Jr. Drive/39705 • Columbus, MS • 662.328.4460 • Fax 662.328.8552
www.neel-schaffer.com

EXHIBIT A
NEEL-SCHAFFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Client**. NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of NSI**. NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. .

3. **Responsibility of the Client**. Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

   The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

4. **Designation of Authorized Representatives**. Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents**. All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.

6. **Reuse of Documents**. All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.

7. **Changes**. Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

8. **Suspension of Services**. Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.

9. **Termination**. This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.

10. **Delays**. If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.

11. **Notices**. Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

12. **Indemnification**. NA

13. **Legal Proceedings**. In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Insurance**. NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:
(a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
(b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
(c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
(d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

17. **Risk Allocation.** N/A

18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension.. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws**. To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

21. **Separate Provisions**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

22. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.

23. **Dispute Resolution.** NA

24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction

schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

25. **Amendment**. This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

26. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto,. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

28. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

29. **Identity of Project Client**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.

30. **Conflicting Terms**. In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.

31. **Course of Dealing**. Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

Between the
The City of Starkville
And
Kimley-Horn and Associates, Inc

SUPPLEMENTAL AGREEMENT NO. 2

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

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

WHEREAS, the CONSULTANT has been requested to provide **design services to develop construction documents for the relocation of power and communications facilities within the project ROW and allow for coordination and meetings to extend through the remainder of the design phases of the project** resulting from a change in the scope of the project; and,

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

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed $1,010,534.41;

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

Scope-0f-Work

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

The Maximum Allowable Cost shall be amended to add the sum of $444,111.26 so the revised total Maximum Allowable Contract Cost is $1,010,534.41. The revised total Fixed Fee shall be $49,011.71. The new Maximum Allowable Cost is delineated below in the Fee and Expense Schedule.

Fees and Expenses Schedule:

	Labor	Direct Cost	Fixed Fee	Subconsultants	Phase Total
Original	**$314,951.67**	**$6,248.25**	**$37,705.58**	**$149,902.88**	**$510,272.38**
SA #1	**$15,803.94**	**$2,723.00**	**$1,892.55**	**$35,731.28**	**$56,150.77**
SA #2	**$78,608.92**	**$2,869.00**	**$9,413.58**	**$353,219.76**	**$444,111.26**
Totals	**$409,364.53**	**$11,840.25**	**$49,011.71**	**$538,853.92**	**$1,010,534.41**

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

Dated, the ______ day of __________________, 20__.

The City of Starkville

____
Mayor Lynn Spruill

Dated, the __________ day of ______________, 20__.

Kimley-Horn and Associates, Inc

____
Drake Danley, authorized signer

Attachment A: Scope of Work

Electrical Scope of Work

Starkville Utilities presently has a 69 kV overhead transmission line and four (4) 13 kV overhead distribution circuits located on existing rights-of-way along Highway 182 corridor generally between Old West Point Road and Long Street ("Highway 182 Corridor"). As detailed in our previously submitted Schematic Plans, in an effort to mitigate relocation costs and right-of-way constraints, system improvements will be made elsewhere on Starkville Utilities' 13 kV system so that only the overhead 69 kV transmission line and a single 13 kV feeder circuit must be reconstructed. The existing overhead 69 kV transmission circuit will remain overhead but will be reconstructed using taller steel structures and longer span lengths (typically 450-500 feet between transmission structures. Three of the four existing 13 kV overhead distribution circuits will be made redundant by constructing 13 kV overhead distribution circuits elsewhere on Starkville Utilities system off the Highway 182 Corridor. The remaining 13 kV overhead distribution circuit will be replaced with a new underground 13 kV underground distribution circuit and related appurtenances. All existing overhead 13 kV distribution facilities will be removed along the Highway 182 Corridor.

Additionally, to the extent practicable, existing communications facilities owned by third-party utilities (AT&T, C Spire, Maxxsouth, etc.) will be replaced with new underground communication facilities and all existing overhead communications facilities will be removed along the Highway 182 Corridor. Where agreed to by the Owner and any third-party utility, this project will provide below grade raceways and communications vaults required by third-party communications utilities.

Off Corridor 13 kV Distribution Improvements Project

As described above, 13 kV overhead distribution improvements will be constructed elsewhere on Starkville Utilities system off the Highway 182 Corridor. For this phase of work, Atwell & Gent, P.A. will provide the following services:

<u>Design:</u> Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of the required 13 kV improvements off the Highway 182 Corridor.

<u>Utility Easements:</u> Meet with affected property owners and coordinate suitable routing of new electrical facilities. Prepare utility easements and assist Owner in securing fully executed easements.

<u>Bidding</u>: Furnish copies of plans, specifications and Contract Documents for construction of required 13 kV Improvements off the Highway 182 Corridor to prospective bidders as required. Act in a general advisory and consulting capacity to the Owner throughout the bidding period. Respond to questions, request for information, and other related matters. Evaluate the bids received for construction services and shall make recommendations as to the best bid for the Project.

<u>Construction</u>: Act in a general advisory and consulting capacity to the Owner throughout the construction period and shall:

1. Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other items for compliance with the information given in the Contract Documents.

2. Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Be available to the Owner for interpretation of drawings, specifications, and Contract Documents and prepare construction Change Orders as they are required for the proper execution of the Work.
4. Based upon his review of the Contractor's applications for payment and supporting data, determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.
5. Conduct, in company with the Owner, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve, in writing, final payment to the Contractor.

On-Corridor Highway 182 Electrical Improvements Project

As described above, the existing overhead 69 kV transmission line will be reconstructed, one 13 kV overhead distribution improvements will be replaced with new a new underground 13 kV distribution circuit, and all remaining overhead 13 kV circuits will be removed on the Highway 182 Corridor. For this phase of work, Atwell & Gent, P.A. will provide the following services:

<u>Design:</u> Prepare drawings, specifications, and Contract Documents for the purpose of awarding a single contract for the furnishing of labor, materials and equipment necessary for the construction of the required 69 kV and 13 kV electrical and communications improvements on the Highway 182 corridor. Furnish the same to Kimley-Horn for inclusion in the overall Contract Document set.

<u>Bidding</u>: Act in a general advisory and consulting capacity to Kimley-Horn and the Owner throughout the bidding period. Respond to questions, request for information, and other related matters. Assist Kimley-Horn in evaluating the bids received for construction services.

<u>Construction</u>: Act in a general advisory and consulting capacity to Kimley-Horn and the Owner throughout the construction period and shall:

1. Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other items for compliance with the information given in the Contract Documents.
2. Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Be available to Kimley-Horn and the Owner for interpretation of drawings, specifications, and Contract Documents and prepare construction Change Orders as they are required for the proper execution of the Work.
4. Assist Kimley-Horn in the review of the Contractor's applications for payment and supporting data.
5. Conduct, in company with Kimley-Horn and the Owner, a final inspection of the Project for compliance with the information given in the Contract Documents, and approve, in writing, final payment to the Contractor.
6. Upon completion of all construction included in this contract, the CONSULTANT shall furnish to the Kimley-Horn and the Owner a set of record drawings covering the work installed.

ACRONYM DEFINITION

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

11. CONSIDERATION OF RECEIVING THE BIDS FOR THE LINKAGE TAP PROJECT, ACCEPTANCE OF THE LOW BID FROM BYRUM CONSTRUCTION IN THE AMOUNT OF $609,795.95 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT AND ALL NECESSARY MDOT PAPERWORK.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of receiving the bids for the Linkage TAP project, acceptance of the low bid from Byrum Construction in the amount of $609,795.95 and authorizing the Mayor to execute a construction contract and all necessary MDOT paperwork" is enumerated, this consent item is thereby approved.

(bids are on the following page)

12. ACCEPTANCE OF THE NOVEMBER 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "acceptance of the November 2020 financial statements" is enumerated, this consent item is thereby approved.

2501 14th Street
Suite 213
Gulfport, MS 39501

GARVER

www.GarverUSA.com

December 15, 2020

Edward Kemp, PE, PS
City Engineer
110 West Main Street
Starkville, MS 39759

Re: Recommendation of Award
Spring Street Shared-Use Path
STP-0420-00(24)LPA/ 108010-701000
Starkville, MS - Oktibbeha County

Dear Mr. Kemp:

Bids were received for the Spring Street Shared Use Path project at 9:00 am on December 15, 2020. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of three bids were received on the project. Byrum Construction, Inc. submitted the low bid for the project in the amount of $609,795.95. The bid is 21.1% below the Engineer's Opinion of Probable Cost of $773,050.00.

Garver recommends that after review by city officials, the construction contract for the Spring Street Shared Use Path project be awarded to Byrum Construction, Inc.

Please call me at 228-380-1240 or email me at JKOverstreet@GarverUSA.com if you have any questions.

Sincerely,

GARVER, LLC

Kreg Overstreet, P.E.
Project Manager

CITY OF STARKVILLE
SPRING STREET SHARED USE PATH
BID TABULATION
12/15/2020
STP-0420-00(024)LPA/108010-701000

BASE BID MULTI-USE PATH

					Engineer's Opinion of Probable Cost		Byrum Construction, Inc.		Phillips Contracting		Gregory Construction	
#	Spec. #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	201-A001	Clearing and Grubbing	LS	1	$ 15,000.00	$15,000.00	$5,500.00	$5,500.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
2	202-B007	Removal of Asphalt Pavement, All Depths	SY	831	$ 10.00	$8,310.00	$22.25	$18,489.75	$25.00	$20,775.00	$14.00	$11,634.00
3	202-B063	Removal of Concrete Paved Ditch	SY	10	$ 10.00	$100.00	$107.00	$1,070.00	$50.00	$500.00	$45.00	$450.00
4	202-B080	Removal of Concrete Sidewalk	SY	28	$ 40.00	$1,120.00	$42.25	$1,183.00	$34.68	$971.04	$28.00	$784.00
5	202-B088	Removal of Curb & Gutter, All Types	LF	455	$ 10.00	$4,550.00	$13.30	$6,051.50	$10.00	$4,550.00	$12.00	$5,460.00
6	202-B126	Removal of Fence, All Types	LF	30	$ 20.00	$600.00	$18.30	$549.00	$10.00	$300.00	$12.00	$360.00
7	202-B174	Removal of Light and Foundation	EA	5	$ 5,000.00	$25,000.00	$1,600.00	$8,000.00	$1,100.00	$5,500.00	$930.00	$4,650.00
8	202-B213	Removal of Sign	EA	2	$ 300.00	$600.00	$165.00	$330.00	$175.00	$350.00	$123.00	$246.00
9	202-B240	Removal of Traffic Stripe	LF	221	$ 10.00	$2,210.00	$4.50	$994.50	$4.75	$1,049.75	$5.00	$1,105.00
10	203-A001	Unclassified Excavation, FM, AH	CY	94	$ 15.00	$1,410.00	$32.00	$3,008.00	$10.00	$940.00	$24.50	$2,303.00
11	203-EX020	Borrow Excavation, AH, FME, Class B9	CY	723	$ 15.00	$10,845.00	$34.50	$24,943.50	$25.00	$18,075.00	$42.00	$30,366.00
12	206-A001	Structure Excavation	CY	87	$ 25.00	$2,175.00	$45.00	$3,915.00	$50.00	$4,350.00	$23.00	$2,001.00
13	211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	193	$ 10.00	$1,930.00	$28.00	$5,404.00	$50.00	$9,650.00	$50.00	$9,650.00
14	216-A001	Solid Sodding	SY	3458	$ 5.00	$17,290.00	$4.00	$13,832.00	$4.50	$15,561.00	$4.80	$16,598.40
15	219-A001	Watering	KGAL	68	$ 20.00	$1,360.00	$20.00	$1,360.00	$20.00	$1,360.00	$20.00	$1,360.00
16	234-A001	Temporary Silt Fence	LF	3193	$ 2.00	$6,386.00	$4.40	$14,049.20	$3.00	$9,579.00	$3.50	$11,175.50
17	237-A002	Wattles, 20"	LF	400	$ 5.00	$2,000.00	$9.00	$3,600.00	$10.00	$4,000.00	$6.00	$2,400.00
18	246-B001	Rockbags	EA	310	$ 5.00	$1,550.00	$27.50	$8,525.00	$7.50	$2,325.00	$10.00	$3,100.00
19	907-258-K001	Bollard	EA	5	$ 1,000.00	$5,000.00	$660.00	$3,300.00	$1,000.00	$5,000.00	$760.00	$3,800.00
20	503-C010	Saw Cut, Full Depth	LF	791	$ 10.00	$7,910.00	$9.00	$7,119.00	$12.00	$9,492.00	$3.00	$2,373.00
21	601-B001	Class "B" Structural Concrete, Minor Structures	CY	21	$ 2,500.00	$52,500.00	$2,225.00	$46,725.00	$2,150.00	$45,150.00	$1,550.00	$32,550.00
22	602-A001	Reinforcing Steel	LBS	2233	$ 2.00	$4,466.00	$3.10	$6,922.30	$1.00	$2,233.00	$0.75	$1,674.75
23	603-ALT001	12" Type A Alternate Pipe	LF	72	$ 200.00	$14,400.00	$35.50	$2,556.00	$48.57	$3,497.04	$50.00	$3,600.00
24	603-ALT003	18" Type A Alternate Pipe	LF	176	$ 200.00	$35,200.00	$44.00	$7,744.00	$53.20	$9,363.20	$58.00	$10,208.00
25	603-CA011	18" Reinforced Concrete Pipe, Class III	LF	52	$ 300.00	$15,600.00	$44.00	$2,288.00	$83.45	$4,339.40	$85.00	$4,420.00

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26	603-CB001	12" Reinforced Concrete End Section	EA	3	$	650.00	$1,950.00	$1,100.00	$3,300.00	$1,000.00	$3,000.00	$1,160.00	$3,480.00
27	603-CB003	18" Reinforced Concrete End Section	EA	1	$	800.00	$800.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,200.00	$1,200.00
28	603-SB015	18" Branch Connections, Stub into Concrete Box Culvert Wingwall	EA	1	$	1,000.00	$1,000.00	$880.00	$880.00	$3,300.00	$3,300.00	$1,000.00	$1,000.00
29	603-SB021	18" Branch Connections, Stub into Inlet	EA	4	$	1,000.00	$4,000.00	$880.00	$3,520.00	$2,500.00	$10,000.00	$1,000.00	$4,000.00
30	604-A001	Castings	LBS	553	$	5.00	$2,765.00	$2.40	$1,327.20	$5.00	$2,765.00	$4.00	$2,212.00
31	604-B001	Gratings	LBS	636	$	5.00	$3,180.00	$2.00	$1,272.00	$5.00	$3,180.00	$3.00	$1,908.00
32	907-604-PP001	Modify Existing Inlet, Per Plans	EA	3	$	500.00	$1,500.00	$1,650.00	$4,950.00	$3,000.00	$9,000.00	$1,000.00	$3,000.00
33	607-P2002	Brace Post, 5' x 2" Galvanized Steel	EA	2	$	20.00	$40.00	$2,050.00	$4,100.00	$450.00	$900.00	$135.00	$270.00
34	607-Z001	Concrete Anchors	EA	2	$	25.00	$50.00	$1,450.00	$2,900.00	$125.00	$250.00	$500.00	$1,000.00
35	608-A001	Concrete Sidewalk, Without Reinforcement	SY	2839	$	40.00	$113,560.00	$55.50	$157,564.50	$60.00	$170,340.00	$73.00	$207,247.00
36	907-608-C001	Detectable Warning Panels	SF	96	$	250.00	$24,000.00	$37.50	$3,600.00	$35.00	$3,360.00	$24.00	$2,304.00
37	609-B002	Concrete Curb, Header	LF	45	$	40.00	$1,800.00	$42.00	$1,890.00	$70.67	$3,180.15	$53.00	$2,385.00
38	609-D001	Combination Concrete Curb and Gutter Type 1	LF	425	$	40.00	$17,000.00	$31.50	$13,387.50	$36.05	$15,321.25	$53.00	$22,525.00
39	609-D006	Combination Concrete Curb and Gutter Type 3	LF	394	$	40.00	$15,760.00	$32.00	$12,608.00	$39.77	$15,669.38	$45.00	$17,730.00
40	613-D009	Adjustment of Utility Appurtenance	EA	2	$	500.00	$1,000.00	$1,100.00	$2,200.00	$2,550.00	$5,100.00	$765.00	$1,530.00
41	614-B001	Concrete Driveway, Without Reinforcement, 6-Inch Thickness	SY	50	$	100.00	$5,000.00	$62.50	$3,125.00	$85.00	$4,250.00	$64.00	$3,200.00
42	618-A001	Maintenance of Traffic	LS	1	$	100,000.00	$100,000.00	$4,317.50	$4,317.50	$18,500.00	$18,500.00	$31,000.00	$31,000.00
43	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	95	$	10.00	$950.00	$6.60	$627.00	$7.00	$665.00	$8.00	$760.00
44	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More	SF	20	$	12.00	$240.00	$6.60	$132.00	$7.00	$140.00	$8.00	$160.00

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45	619-G4005	Barricades, Type III, Single Faced	LF	107	$	15.00	$1,605.00	$15.50	$1,658.50	$16.50	$1,765.50	$19.00	$2,033.00
46	619-G5001	Free Standing Plastic Drums	EA	123	$	5.00	$615.00	$27.50	$3,382.50	$29.50	$3,628.50	$33.00	$4,059.00
47	619-G7001	Warning Lights, Type "B"	EA	1	$	250.00	$250.00	$137.50	$137.50	$150.00	$150.00	$166.00	$166.00
48	620-A001	Mobilization	LS	1	$	50,000.00	$50,000.00	$15,000.00	$15,000.00	$56,700.00	$56,700.00	$89,000.00	$89,000.00
49	626-G002	Thermoplastic Detail Stripe, White	LF	153	$	10.00	$1,530.00	$3.30	$504.90	$3.50	$535.50	$4.00	$612.00
50	626-G003	Thermoplastic Detail Stripe, Yellow	LF	2	$	10.00	$20.00	$3.30	$6.60	$3.50	$7.00	$4.00	$8.00
51	626-H005	Thermoplastic Legend, White	LF	1326	$	10.00	$13,260.00	$5.50	$7,293.00	$5.85	$7,757.10	$6.00	$7,956.00
52	907-630-O001	Remove and Reset Sign Assembly	EA	6	$	500.00	$3,000.00	$1,000.00	$6,000.00	$1,060.00	$6,360.00	$1,200.00	$7,200.00
53	907-632-C001	Modify Existing Traffic Signal Cabinet Assembly	EA	1	$	10,000.00	$10,000.00	$9,100.00	$9,100.00	$10,250.00	$10,250.00	$11,000.00	$11,000.00
54	907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	5	$	2,500.00	$12,500.00	$1,550.00	$7,750.00	$3,450.00	$17,250.00	$1,850.00	$9,250.00
55	635-A076	Traffic Signal Head, Type 6	EA	5	$	1,000.00	$5,000.00	$970.00	$4,850.00	$850.00	$4,250.00	$1,175.00	$5,875.00
56	907-636-D006	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	40	$	5.00	$200.00	$4.75	$190.00	$3.05	$122.00	$5.60	$224.00
57	907-637-A001	Pullbox Enclosure, Type 1	EA	1	$	800.00	$800.00	$880.00	$880.00	$3,030.00	$3,030.00	$1,065.00	$1,065.00
58	907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	48	$	10.00	$480.00	$20.50	$984.00	$32.35	$1,552.80	$25.00	$1,200.00
59	907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	85	$	10.00	$850.00	$25.00	$2,125.00	$52.95	$4,500.75	$30.00	$2,550.00
60	907-645-B001	Accessible Pedestrian Detection Assembly	EA	5	$	1,200.00	$6,000.00	$1,300.00	$6,500.00	$1,135.00	$5,675.00	$1,600.00	$8,000.00
61	647-A001	Removal of Existing Traffic Signal Equipment	LS	1	$	5,000.00	$5,000.00	$440.00	$440.00	$2,175.00	$2,175.00	$530.00	$530.00
62	699-A001	Roadway Construction Stakes	LS	1	$	10,000.00	$10,000.00	$11,000.00	$11,000.00	$25,000.00	$25,000.00	$13,000.00	$13,000.00
63	809-A001	Retaining Wall System	SF	275	$	200.00	$55,000.00	$79.50	$21,862.50	$48.50	$13,337.50	$66.00	$18,150.00
64	813-E008	Pedestrian Railing	LF	75	$	125.00	$9,375.00	$115.00	$8,625.00	$90.72	$6,804.00	$121.00	$9,075.00
65	L00075:907-625-G500	Methyl Methacrylate Area Pavement Markings	LF	450	$	10.00	$4,500.00	$11.00	$4,950.00	$12.80	$5,760.00	$12.75	$5,737.50
						BASE BID TOTAL	**$722,100.00**		**$533,498.95**		**$640,541.86**		**$680,870.15**

BID ALTERNATE #1 (LIGHT POLE FOUNDATIONS AND CONDUITS)								UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
66	907-634-C001	Pole Foundations, Class "B" Concrete	CY	12	$	1,000.00	$12,000.00	$1,200.00	$14,400.00	$3,150.00	$37,800.00	$1,400.00	$16,800.00
67	907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	844	$	2.00	$1,688.00	$3.85	$3,249.40	$3.00	$2,532.00	$4.65	$3,924.60
68	907-637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF	1690	$	10.00	$16,900.00	$15.50	$26,195.00	$16.75	$28,307.50	$19.00	$32,110.00
						BID ALT #1 TOTAL	**$30,590.00**		**$43,844.40**		**$68,639.50**		**$52,834.60**

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BID ALTERNATE #2 (6-FT SIDEWALK CONNECTING SORORITY & 6-FT SIDEWALK CONNECTING TO OLD BULLY BLVD. INTERSECTION)								UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
69	202-B213	Removal of Sign	EA	1	$	300.00	$300.00	$330.00	$330.00	$175.00	$175.00	$246.00	$246.00
70	203-A001	Unclassified Excavation, FM, AH	CY	11	$	15.00	$165.00	$33.00	$363.00	$10.00	$110.00	$42.00	$462.00
71	203-EX020	Borrow Excavation, AH, FME, Class B9	CY	14	$	15.00	$210.00	$38.50	$539.00	$25.00	$350.00	$50.00	$700.00
72	211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	8	$	10.00	$80.00	$27.50	$220.00	$50.00	$400.00	$58.50	$468.00
73	216-A001	Solid Sodding	SY	145	$	5.00	$725.00	$5.50	$797.50	$4.50	$652.50	$4.80	$696.00
74	219-A001	Watering	KGAL	4	$	20.00	$80.00	$20.00	$80.00	$20.00	$80.00	$20.00	$80.00
75	234-A001	Temporary Silt Fence	LF	67	$	2.00	$134.00	$4.50	$301.50	$5.00	$335.00	$3.50	$234.50
76	608-A001	Concrete Sidewalk, Without Reinforcement	SY	275	$	40.00	$11,000.00	$58.30	$16,032.50	$60.00	$16,500.00	$68.00	$18,700.00
77	613-D009	Adjustment of Utility Appurtenance	EA	1	$	500.00	$500.00	$1,100.00	$1,100.00	$2,000.00	$2,000.00	$920.00	$920.00
78	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	11	$	10.00	$110.00	$6.60	$72.60	$7.05	$77.55	$8.00	$88.00
79	619-G4005	Barricades, Type III, Single Faced	LF	12	$	15.00	$180.00	$15.50	$186.00	$16.50	$198.00	$19.65	$235.80
80	619-G5001	Free Standing Plastic Drums	EA	8	$	5.00	$40.00	$27.50	$220.00	$29.50	$236.00	$33.25	$266.00
						BID ALT #2 TOTAL	**$12,400.00**		**$20,242.10**		**$21,114.05**		**$23,096.30**

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BID ALTERNATE #3 (SIDEWALK EAST OF EXISTING AMPHITHEATER SIDEWALK)								UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
81	202-B080	Removal of Concrete Sidewalk	SY	28	$	40.00	$1,120.00	$44.00	$1,232.00	$35.00	$980.00	$31.50	$882.00
82	203-A001	Unclassified Excavation, FM, AH	CY	16	$	15.00	$240.00	$33.00	$528.00	$10.00	$160.00	$31.00	$496.00
83	211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	1	$	10.00	$10.00	$27.50	$27.50	$50.00	$50.00	$300.00	$300.00
84	216-A001	Solid Sodding	SY	26	$	5.00	$130.00	$5.50	$143.00	$4.50	$117.00	$4.80	$124.80
85	219-A001	Watering	KGAL	1	$	20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
86	234-A001	Temporary Silt Fence	LF	40	$	2.00	$80.00	$5.50	$220.00	$5.00	$200.00	$3.50	$140.00
87	503-C010	Saw Cut, Full Depth	LF	16	$	10.00	$160.00	$8.80	$140.80	$12.00	$192.00	$13.80	$220.80
88	608-A001	Concrete Sidewalk, Without Reinforcement	SY	100	$	40.00	$4,000.00	$58.50	$5,850.00	$71.92	$7,192.00	$186.00	$18,600.00
89	613-D009	Adjustment of Utility Appurtenance	EA	2	$	500.00	$1,000.00	$1,100.00	$2,200.00	$2,000.00	$4,000.00	$770.00	$1,540.00
90	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	2	$	10.00	$20.00	$6.60	$13.20	$7.05	$14.10	$8.00	$16.00
91	619-G4005	Barricades, Type III, Single Faced	LF	12	$	15.00	$180.00	$15.50	$186.00	$16.50	$198.00	$18.65	$223.80
92	907-634-C001	Pole Foundations, Class "B" Concrete	CY	1	$	1,000.00	$1,000.00	$1,650.00	$1,650.00	$2,850.00	$2,850.00	$2,000.00	$2,000.00
						BID ALT #3 TOTAL	**$7,960.00**		**$12,210.50**		**$15,973.10**		**$24,563.40**
						TOTAL CONSTRUCTION COSTS	**$773,050.00**		**$609,795.95**		**$746,268.51**		**$781,364.45**

Corrected Math Error in Extension

Corrected Sum due to Math Error

JOSEPH K. OVERSTREET
LICENSED PROFESSIONAL
ENGINEER
15577
STATE OF MISSISSIPPI

STATE	PROJECT NUMBER
MISSISSIPPI	STP–0420–00(024)LPA /108010–701000

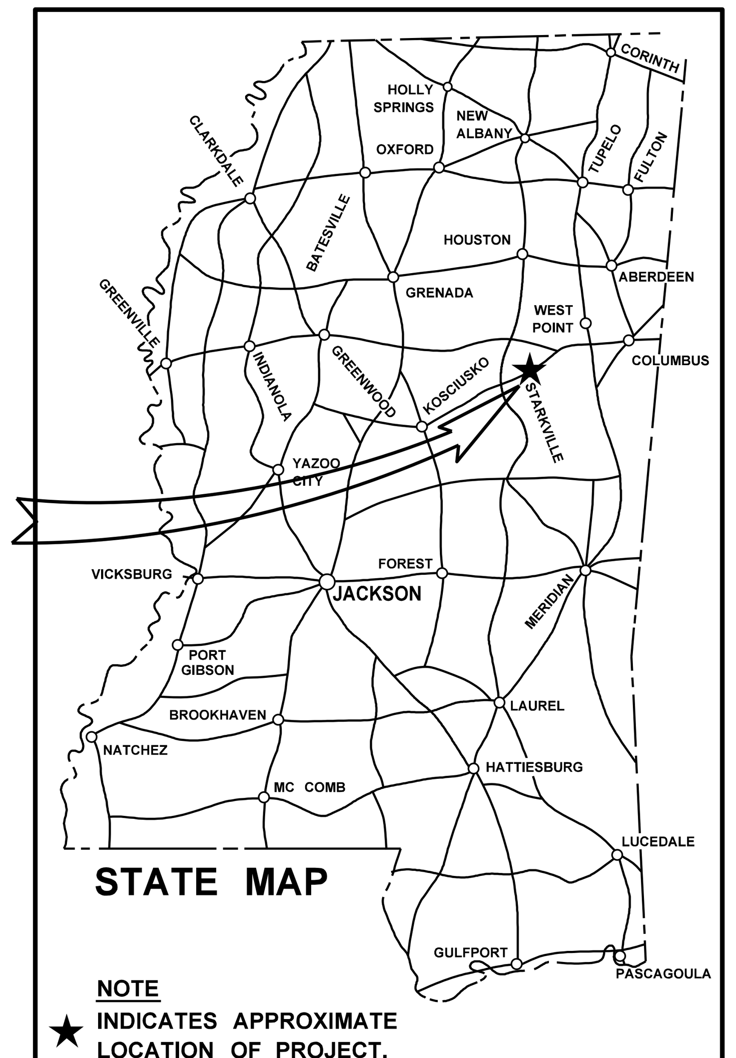
STATE OF MISSISSIPPI

CITY OF STARKVILLE, MS
FEDERAL AID PROJECT NO. STP–0420–00(024)LPA/108010–701000

MULTI–USE PATH FROM THE INTERSECTION OF HWY 12 AND SPRING ST. TO THE MSU AMPHITHEATER

OKTIBBEHA COUNTY

PROJECT LOCATION



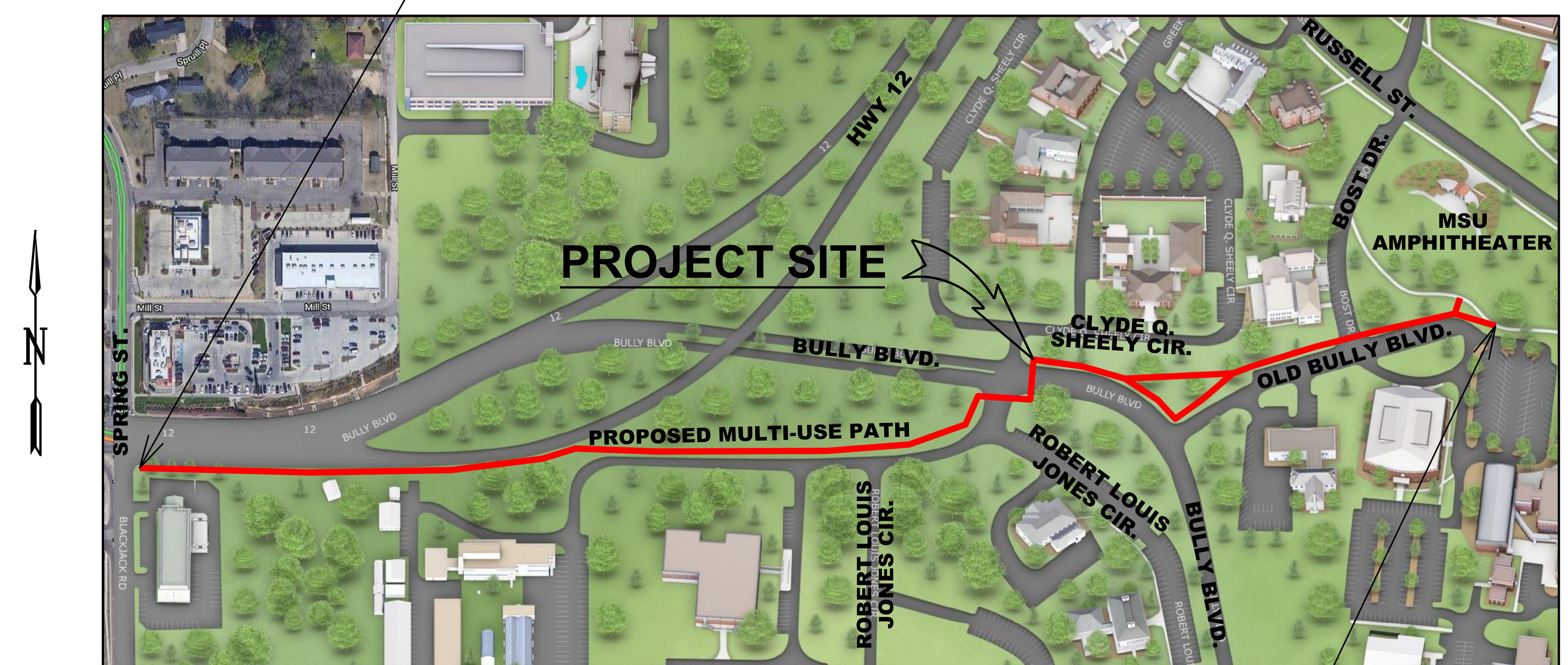
NOTE
★ INDICATES APPROXIMATE LOCATION OF PROJECT.

LAT. 33°27'17.41" N LONG. 88°47'58.01" W
(APPROX. MIDDLE OF PROJECT)

39759-2823
(ZIPCODE FOR APPROX. MIDDLE OF PROJECT)

LOCATION MAP

B.O.P. STA. 10 + 00.000



VICINITY MAP

NO SCALE

E.O.P. STA. 41 + 05.881

GARVER PROJECT NO. 19T30004
APRIL 2020

1076 Highland Colony Pkwy
Suite 325
Ridgeland, MS 39157
(601) 825-3633

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1-866-620-6000
C SPIRE
337 HIGHWAY 12 W
STARKVILLE, MS 39759-2632
(662)-323-4680

WATER/SEWER:
CURRY STREET
STARKVILLE, MS 39762
(662)-323-3505

GAS:
ATMOS ENERGY
402 UNIVERSITY DR.
STARKVILLE, MS 39759
(662)-323-3505

CABLE:
METROCAST
P.O. BOX 1447
STARKVILLE, MS 39760-1447
300-1/2 S. JACKSON ST.
STARKVILLE, MS 39759
(662)-323-1615

ELECTRICITY:
STARKVILLE ELECTRIC DEPT.
GENERAL DELIVERY - MAIN ST.
STARKVILLE, MS 39762
(662)-323-3133

SURVEYOR OF RECORD:

SPRINGER ENGINEERING, INC.
206 OLD WEST POINT ROAD
STARKVILLE, MS 39759

PERMITS ACQUIRED BY MDOT

WETLANDS AND WATERS PERMITS

	WATERS	WETLANDS
NATIONWIDE #14	N	N
NATIONWIDE (OTHER)*	N	N
GENERAL*	N	N
INDIVIDUAL (404)*	N	N

STORMWATER PERMIT S

Y	REQUIRED, CNOI SUBMITTED BY MDOT (DISTURBED AREA = 5 ACRES)
S	REQUIRED, SCNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES)
N	NO STORMWATER PERMIT REQUIRED (<1 ACRE)

APPROVED BY: ________

LYNN SPRUILL, MAYOR ________ DATE

PREPARED BY:

WAYNE BLACK, P.E. ________ DATE
MS LICENSE NO. 19727

GARVER

1076 Highland Colony Pkwy
Suite 325
Ridgeland, MS 39157
(601) 825-3633

Registration #E-516
Expires: 12-31-2020

STREET READY

REV.	DATE	DESCRIPTION	BY

HISTORIC STARKVILLE — MISSISSIPPI'S COLLEGE TOWN

CITY OF STARKVILLE, MS
OKTIBBEHA COUNTY

MULTI-USE PATH FROM SPRING ST. TO MSU AMPHITHEATER
STP-0420-00(024)LPA / 108010-701000

COVER SHEET AND SHEET INDEX

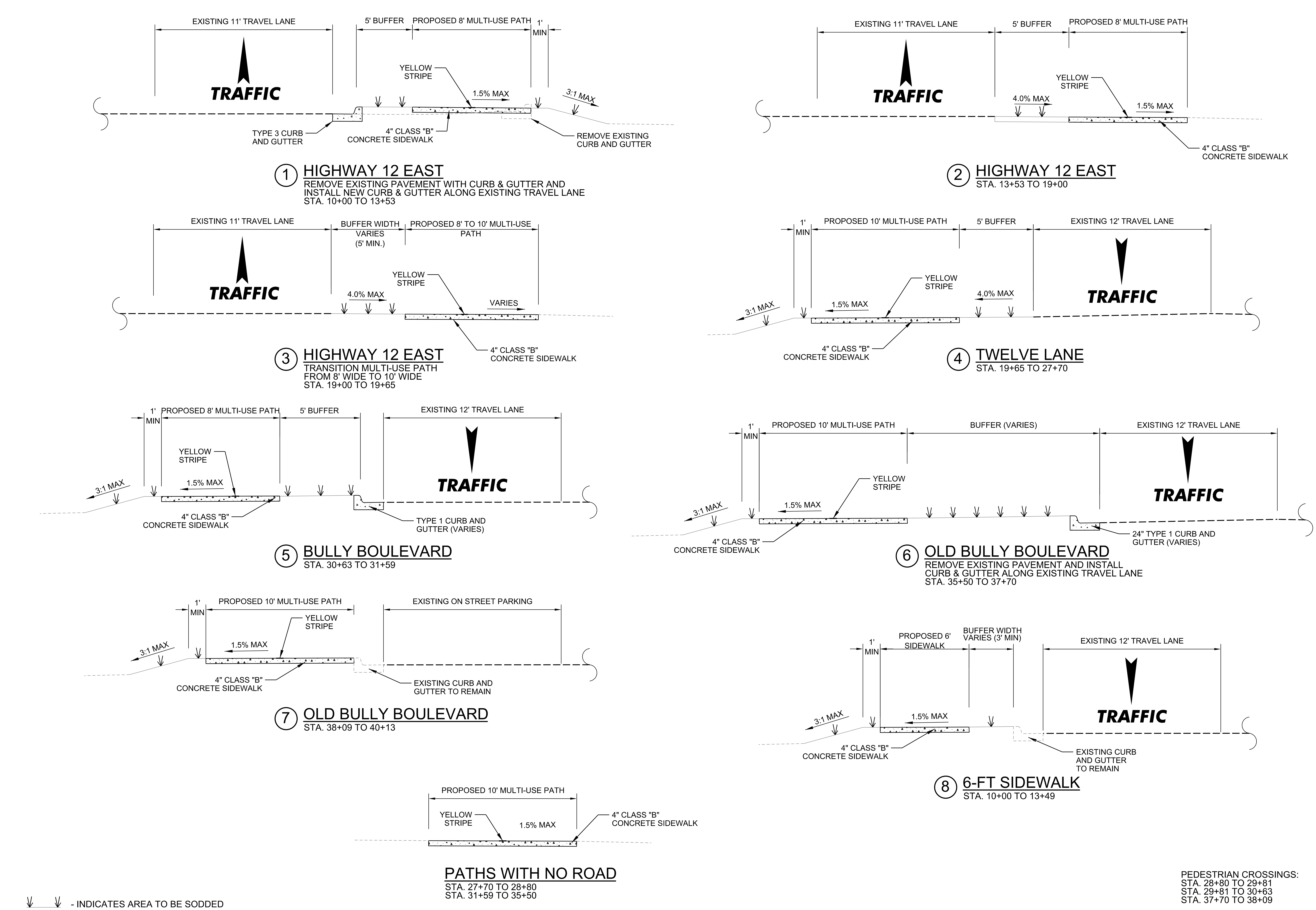
JOB NO.: 19T30004
DATE: MARCH 2020
DESIGNED BY: TWB
DRAWN BY: SBJ

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
G-001

SHEET NUMBER 1

RDLeary
WORKSPACE.rwd
L:\2019\19T30004 - Spring Street Shared Use Path\Drawings\SHS-G001-CO.dgn
REVISED DATE:
8/12/2020 15:34:54



RDLeary 8/12/2020 15:35:18
WORKSPACE:rwd
L:\2019\19T30004 - Spring Street Shared Use Path\Drawings\SHS-G003-TS.dgn

GARVER

1076 Highland Colony Pkwy
Suite 325
Ridgeland, MS 39157
(601) 825-3633

Registration #E-516
Expires: 12-31-2020

90% PLANS
-DRAFT PS&E ASSEMBLY-
NOT FOR
CONSTRUCTION

REV.	DATE	DESCRIPTION	BY

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

CITY OF STARKVILLE, MS
OKTIBBEHA COUNTY

MULTI-USE PATH FROM SPRING ST. TO MSU AMPHITHEATER
STP-0420-00(024)LPA / 108010-701000

TYPICAL SECTIONS

JOB NO.: 19T30004
DATE: MARCH 2020
DESIGNED BY: TWB
DRAWN BY: SBJ

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
G-003

SHEET NUMBER 3

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WORKSPACE:rwd
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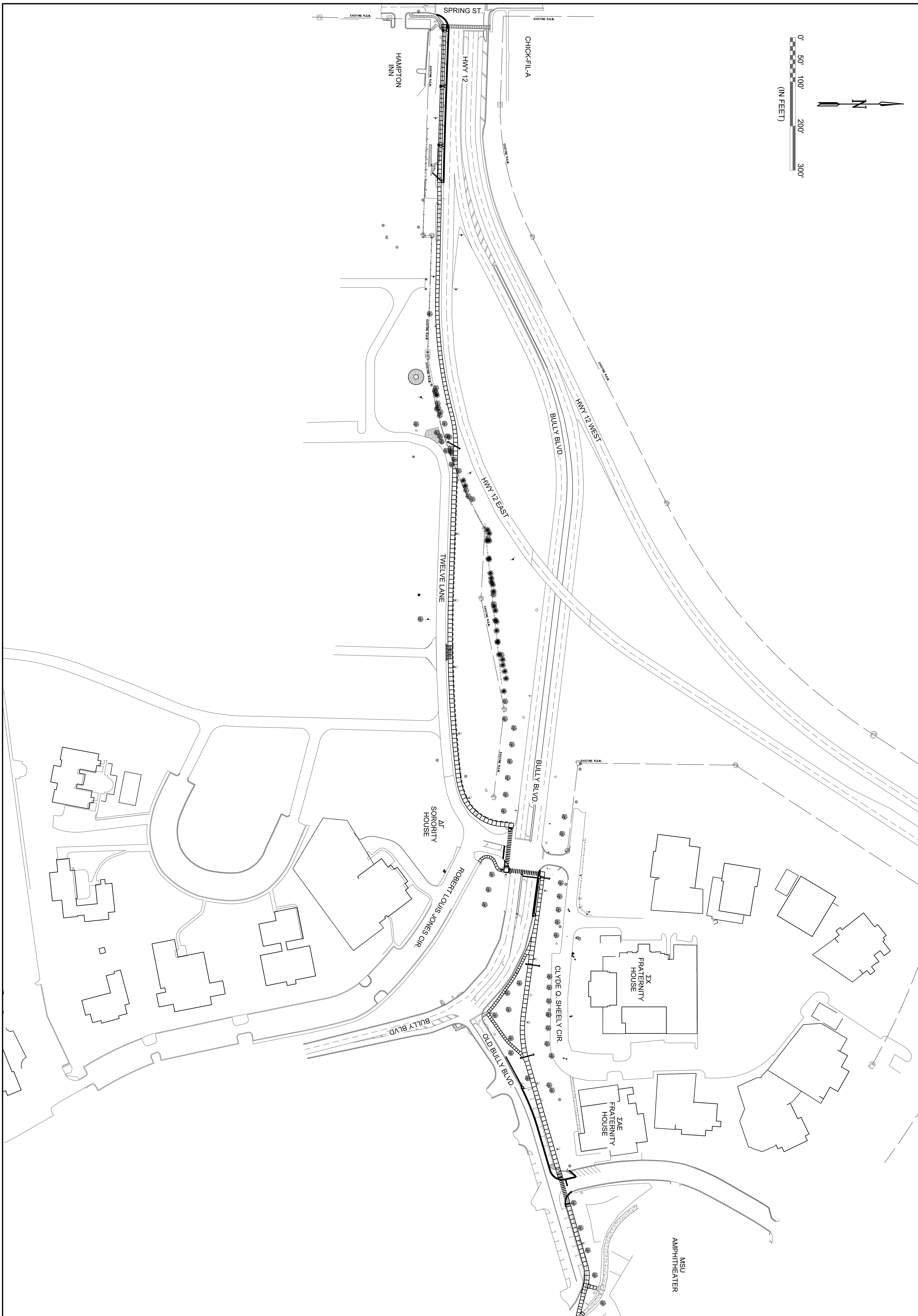


REV.	DATE	DESCRIPTION	BY

SHEET NUMBER **4**

G-004
DRAWING NUMBER

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

JOB NO.: 19T30004
DATE: MARCH 2020
DESIGNED BY: TWB
DRAWN BY: SBJ

VICINITY MAP

CITY OF STARKVILLE, MS
OKTIBBEHA COUNTY

MULTI-USE PATH FROM SPRING ST. TO MSU AMPHITHEATER
STP-0420-00(024)LPA / 108010-701000

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

90% PLANS
-DRAFT PS&E ASSEMBLY-
NOT FOR CONSTRUCTION

Registration #E-516
Expires: 12-31-2020

1076 Highland Colony Pkwy
Suite 325
Ridgeland, MS 39157
(601) 825-3633

GARVER

13. ACCEPTANCE OF FISCAL YEAR 2021 BUDGET AMENDMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the “acceptance of FY 21 Budget Amendments as recommended” is enumerated, this consent item is thereby approved.

Budget Adjustments - Fiscal Year 9/30/21

Account	Code	Debit	Credit
Fire Dept Equipment	001-261-918-805	$ 14,000.00	
2018 Florida Hurricane Assistance	001-000-361-630		$ 14,000.00
Firehouse Sub Grant	001-261-555-262	21,308.00	
Firehouse Sub Grant	001-000-254-077		21,308.00
MEMA Covid Reimbursements	001-000-232-043		209,500.00
Plumbing Inspections	001-000-222-016		500.00
Building Permits	001-000-222-020		1,000.00
Erosion Control & Clearing Revenue	001-000-223-025		1,500.00
Restructure of Bonds	001-800-890-890	575,000.00	
Louisville Street Pedestrian St Grant	001-000-242-055		34,288.00
Covid-19 FEMA Reimbursement	001-000-250-101		25,000.00
JAG Grant Received	001-000-253-068		26,038.00
Historic Preservation Grant	001-000-254-095		8,295.00
Architecture Reviews Fees Received	001-000-285-143		500.00
Architecture Reviews	001-190-600-305	1,600.00	
General Sales Tax Revenue	001-000-260-082		200,000.00
Sale of Vehicles and Equipment	001-000-392-920		10,000.00
Professional Services	001-120-600-300	20,000.00	
Worker’s Comp	001-120-491-135	100.00	
Covid – 19 Supplies	001-192-535-233	10,000.00	
Engineering Software	001-197-502-201	1,500.00	
Engineering Inspector Contract Services	001-197-600-308	5,000.00	
Engineering Inspector Vacancy	001-197-430-107		5,000.00
Bldg and Code Worker Comp Ins	001-281-491-135	900.00	
Motorcycle Lease	001-201-635-367	18,000.00	
Police Training Expenses	001-201-690-552	15,000.00	
Police Training Reimbursements	001-000-254-069		15,000.00
Park Part Time Labor	001-550-430-115		50,000.00
Park Field Supplies	001-550-501-110	60,000.00	
Park Community Recreation	001-550-501-220	10,500.00	
Park Sports Program Supplies	001-550-501-415		30,000.00
Park Small Equipment	001-550-555-250	15,000.00	
Park Professional Services	001-550-600-300	10,000.00	
Park Contract Labor	001-550-600-320		40,000.00
Park Phones/Copier/Postage	001-550-600-330	13,000.00	
Park Equipment Repair & Maint	001-550-600-370	10,000.00	
Park Training / Travel	001-550-610-350	1,500.00	
NRPA Grant Professional Services	001-552-600-568	14,950.00	
Contingency	001-900-990-998		125,429.00
Totals		$ 817,358.00	$ 817,358.00

14. CONSIDERATION TO HIRE WILLIAM "RYAN" MOTT, ANNA BETH ROBERTSON, AND SARAH E. THOMPSON, AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT AND TO RETAIN THE CANDIDATES FROM THE SELECTION PROCESS HELD ON DECEMBER 7, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE STARKVILLE FIRE DEPARTMENT DUE TO RETIREMENTS, RESIGNATION OR TERMINATIONS, TO THE STARKVILLE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire William "Ryan" Mott, Anna Beth Robertson, and Sarah E. Thompson, as Entry Level Firefighters in the Starkville Fire Department and to retain the candidates from the selection process held on December 7, 2020 for consideration to fill any additional vacant positions in the Starkville Fire Department due to retirements, resignation or terminations, to the Starkville Fire Department within a period of 90 days" is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE MIGUEL GRAHAM AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT AND JACOB BARKSDALE AND JORGE MANJARREZ AS ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Miguel Graham as a Certified Police Officer in the Starkville Police Department and Jacob Barksdale and Jorge Manjarrez as Entry Level Police Officers in the Starkville Police Department" is enumerated, this consent item is thereby approved. (Note: Jorge Manjarrez declined the offer)

16. CONSIDERATION TO HIRE JUSTIN MAYNARD AND SARAH PEREZ AS CODE ENFORCEMENT OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Justin Maynard and Sarah Perez as Code Enforcement Officers" is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE BOBBY BARDWELL AS A MAINTENANCE WORKER IN THE STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Bobby Bardwell as a Maintenance Worker in the Street Department" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER REED AS AN AUTO TECHNICIAN FOR THE UTILITIES AND STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Christopher Reed as an Auto Technician for the Utilities and Street Department" is enumerated, this consent item is thereby approved. This is a shared position with the Utilities and Street Department. Starkville Utilities pays 60% and the Street Department pays 40%.

19. REQUEST APPROVAL OF A SERVICE ORDER WITH CSPIRE FOR FIBER INTERNET SERVICE FOR CORNERSTONE PARK AT STATE CONTRACT PRICING.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of a service order with CSpire for fiber internet service for Cornerstone Park at state contract pricing with costs associated with the project to come from the Cornerstone Park budget" is enumerated, this consent item is thereby approved.

Service Order Form

BILLING INFORMATION			
Customer Name		**Sales Representative**	**Proposal Reference**
CITY OF STARKVILLE		Jud Nowell	Q-115723
Billing Address		**Tax ID**	**Contract ID**
110 W MAIN ST		646001082	
City, State	**Zip Code**	**Billing Contact Phone**	
STARKVILLE, MS	397592823	6623234813	
Billing Contact Name		**Billing Contact E-mail**	
Joel Clements, Jr.		joel.clements@cityofstarkville.com	
Technical Contact		**Technical Contact Phone**	
Joel Clements, Jr.		6623234813	
Technical Contact Email			
joel.clements@cityofstarkville.com			

Customer acknowledges that it is purchasing or changing the products and services listed on Exhibit A under that certain State of MS Contract No: 5000 and that the terms and conditions of such contract shall apply hereto.

Client Authorized Signature	Date
Client Name	**Client Title**

Exhibit A – Product and Services

Multi-Site Network					
Locations	**Network Layer**	**Bandwidth**	**Service Type**	**Monthly**	**Upfront**
Cornerstone - Maintenance Building: Bluefield Road, Starkville, MS, 39759 (City Limits: Yes)	VPRN (layer 3)	250 Mbps x 250 Mbps	New	$300.00	$0.00
Cornerstone - Quad 1: Bluefield Road, Starkville, MS, 39759 (City Limits: Unknown)	VPRN (layer 3)	50 Mbps x 50 Mbps	New	$150.00	$0.00
Cornerstone - Quad 2: Bluefield Road, Starkville, MS, 39759 (City Limits: Unknown)	VPRN (layer 3)	50 Mbps x 50 Mbps	New	$150.00	$0.00
Cornerstone - Quad 3: Bluefield Road, Starkville, MS, 39759 (City Limits: Unknown)	VPRN (layer 3)	50 Mbps x 50 Mbps	New	$150.00	$0.00
			Totals:	$750.00	$0.00

Cornerstone - Maintenance Building: 33.43375, -88.862005 Bluefield Road, Starkville, MS 39759 (City Limits: Yes)						
Item	**Description**	**Service Type**	**Quantity**	**Monthly Per Unit**	**Monthly**	**Upfront**
Administration Training	Administration Training	New	1	0	$0.00	$0.00
State Contract Raw Internet	Internet - No Transport Speed: 250 Mbps	New	250	0.5	$125.00	$0.00
State Contract Ethernet Circuit	State Contract Ethernet Circuit 250 Mbps x 250 Mbps Managed / Z Location: 33.43375, -88.862005 Bluefield Road, Starkville, MS 39759	New	1	345	$345.00	$0.00
				Location Totals:	$470.00	$0.00

Summary		
Location	**Monthly**	**Total Upfront**
33.433518, -88.858143 Bluefield Road, Starkville, MS 39759	$150.00	$0.00
33.433733, -88.860267 Bluefield Road, Starkville, MS 39759	$150.00	$0.00
33.43375, -88.862005 Bluefield Road, Starkville, MS 39759	$300.00	$0.00
33.434736, -88.857692 Bluefield Road, Starkville, MS 39759	$150.00	$0.00
Cornerstone - Maintenance Building: 33.43375, -88.862005 Bluefield Road, Starkville, MS 39759	$470.00	$0.00

All Locations Totals	Total Monthly	Total Upfront
	$1,220.00	$0.00

20. REQUEST APPROVAL OF RECOMMENDATION FROM THE DESIGN TEAM TO AWARD CORNERSTONE PHASE 2 – BUILDINGS TO THE LOWEST BIDDER, T&M STEEL ERECTORS, INC. IN THE AMOUNT OF $3,192,000 WHICH INCLUDES INSTALLATION OF PAVILION AND RESTROOMS BUILDINGS/STRUCTURES FOR THE CORNERSTONE PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the recommendation from the Design Team to award Cornerstone Phase 2 – Buildings to the lowest bidder, T&M Steel Erectors, Inc., in the amount of $3,192,000, with this award including the installation of pavilion and restroom buildings/structures for the Cornerstone Project" is enumerated, this consent item is thereby approved. (Certified Bid Tab follows this page)

21. CONSIDERATION OF A RESOLUTION UNDER MISS. CODE ANN. § 21-19-11 TO ADJUDICATE THE COST OF CLEANING PROPERTY, IMPOSING A PENALTY AND LIEN OF THE SAME AGAINST PROPERTY.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution under MISS. CODE ANN. § 21-19-11 to adjudicate the cost of cleaning property, imposing a penalty and lien of the same against property" is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADJUDICATING THE COST OF CLEANING PROPERTY, IMPOSING A PENALTY AND IMPOSING LIEN OF THE SAME AGAINST PROPERTY

WHEREAS, the City of Starkville ("City") has the authority, pursuant to Section 21-19-11 of the Mississippi Code to clean up property within the City, under circumstances which create a menace to the public health, safety and welfare of the community;

WHEREAS, the Mayor and Board of Aldermen conducted hearings regarding various properties, as set forth in Exhibit A, and determined that the conditions and circumstances of such properties created a menace to the public health, safety and welfare of the community, and ordered the clean-up of the properties;

WHEREAS, the clean-up of the properties has been undertaken and completed;

WHEREAS, the Mayor and Board of Aldermen have heard proof and find as a fact that the actual cost of the clean-up is as attached hereto as Exhibit A;

WHEREAS, the Mayor and Board of Aldermen are desirous of imposing a penalty not to exceed Fifty percent (50%) of the actual cost, as attached hereto as Exhibit A; and,

WHEREAS, the Mayor and Board of Aldermen deem and resolve that the clean-up cost and penalty shall be collected as a lien against the property and if not paid, the lien shall be converted as an assessment against each property, to be collected by the Tax Collector in the manner employed for the collection of all other taxes and assessments of the municipality, unless sooner collected through other means.

NOW, THEREFORE, be It Resolved by the Mayor and Board of Aldermen of the City of Starkville, Mississippi as follows:

Section 1. The actual cost of the clean-up of properties listed in Exhibit A be assessed to the property and the same is hereby determined to be as set forth in Exhibit A attached hereto.

Section 2. A penalty listed in Exhibit A is hereby imposed against each parcel in addition to the actual cost of the property clean-up.

Section 3. The total amount, as set forth above, be, and the same is hereby assessed against each property, to be filed as a lien and if not collected, to be converted as an assessment to be collected by the Tax Collector in the manner used for collection of other municipal taxes and assessments, unless sooner collected through other means.

CERTIFIED BID TABULATION FORM

Project # 1926	Bid Date: November 6, 2020	Time: 2:00 PM
Project Title: Cornerstone Park – Phase 2		
Institution/Agency: The City of Starkville		
Professional: Shafer-Zahner-Zahner, PLLC		

Contractors	Base Bid	Alternates	±
T & M Steel Erectors, Inc.	$ 2,510,000.00	1. 341,000.00	(+)
	CR Expires: 07/10/2021	2. 341,000.00	(+)
Certificate of Responsibility # 05598-MC	Mechanical: McLain 03556 MC	3. 68,700.00	(+)
5% Bid Security: North American Specialty Insurance	Plumbing: McLain	4. N/A	( )
Addenda Received: (#1) (#2) (#) (#) (#) (#)	Electrical: EDC Doss 19584-M	5. N/A	( )
Days: 280			
Amason & Associates, Inc.	$ *2,640,800.00 **	1. 306,000.00	(+)
	CR Expires: 10/26/2021	2. 306,000.00	(+)
Certificate of Responsibility # 13249 -MC	Mechanical: McLain 03556-MC	3. 65,500.00	(+)
5% Bid Security: Liberty Mutual Insurance	Plumbing: McLain 03556-MC	4. N/A	( )
Addenda Received: (#1) (#2) (#) (#) (#) (#)	Electrical: EDC Doss 19584-MC	5. N/A	( )
Days: 280 ** Deduct $6,200.00 from Base Bid per outside of envelope. Number listed reflects deduct.*			
Flagstar Construction Company, Inc.	$ 2,868,900.00	1. 388,400.00	(+)
	CR Expires: 04/13/2021	2. 388,400.00	(+)
Certificate of Responsibility # 10817-MC	Mechanical: McLain 03556-MC	3. 67,700.00	(+)
5% Bid Security: Arch Insurance Company	Plumbing: McLain 03556-MC	4. N/A	( )
Addenda Received: (#1) (#2) (#) (#) (#) (#)	Electrical: EDC Doss 19584-MC	5. N/A	( )
Days: 280			
Ralph McKnight & Son Construction, Inc.	$ 3,160,000.00	1. 372,000.00	(+)
	CR Expires: 04/08/2021	2. 372,000.00	(+)
Certificate of Responsibility # 02879-MC	Mechanical: McClain 03556-MC	3. 72,000.00	(+)
5% Bid Security: Arch Insurance Company	Plumbing: McClain 03556-MC	4. N/A	( )
Addenda Received: (#1) (#2) (#) (#) (#) (#)	Electrical: Doss 19584-MC	5. N/A	( )
Days: 280			
	$	1.	( )
	CR Expires:	2.	( )
Certificate of Responsibility #	Mechanical:	3.	( )
5% Bid Security:	Plumbing:	4.	( )
Addenda Received: (#) (#) (#) (#) (#) (#)	Electrical:	5.	( )
Days:			
	$	1.	( )
	CR Expires:	2.	( )
Certificate of Responsibility #	Mechanical:	3.	( )
5% Bid Security:	Plumbing:	4.	( )
Addenda Received: (#) (#) (#) (#) (#) (#)	Electrical:	5.	( )
Days:			

I certify that this a correct tabulation of all bids received for this Project on the date stated above. (having checked the Contractor's name and certificate number with the Contractor's Board at www.msboc.state.ms.us).

STARKVILLE
MS
STATE OF MISSISSIPPI

______________________ (Authorized Signature)   November 6, 2020 (Date)

22. REQUEST AUTHORIZATION TO SELL THE TIMBER INVOLVING 38+/- ACRES ON THE SOUTH END OF THE WASTEWATER TREATMENT PLANT PROPERTY TO B&G WOOD INC. FOR $40,000.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval to sell the timber involving 38+/- acres on the south end of the Wastewater Treatment Plant property to B&G Wood Inc. for $40,000.00" is enumerated, this consent item is thereby approved. Two quotes were received with B & G Wood Inc. being the highest.

23. REQUEST APPROVAL OF LOWEST QUOTE FROM CONSOLIDATED PIPE & SUPPLY IN THE AMOUNT OF $6,998.00 FOR THE PURCHASE OF MANHOLE RISERS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the lowest quote from Consolidated Pipe & Supply in the amount of $6,998.00 for the purchase of manhole risers" is enumerated, this consent item is thereby approved.

Two quotes received: Consolidated - $6,998.00 and Central Supply - $7,345.60

24. REQUEST APPROVAL OF LOWEST QUOTE FROM SYNERGETICS TO REPLACE AN OUTDATED BARRACUDA WEBFILTER IN THE AMOUNT OF $19,795.00 WHICH INCLUDES A 5-YEAR LICENSING/EQUIPMENT AGREEMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the lowest quote from Synergetics to replace an outdated Barracuda Webfilter in the amount of $19,795.00 which includes a 5-year licensing/equipment agreement" is enumerated, this consent item is thereby approved.

Two Quotes Received: Synergetics - $19,795.00 and Barracuda - $23,082.85

25. REQUEST AUTHORIZATION TO PURCHASE 6 DELL COMPUTERS FROM STATE CONTRACT TO REPLACE COMPUTERS THAT HAVE REACHED THE END OF LIFE IN AMOUNT $8,624.94.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the December 15, 2020 Official Agenda, and to accept items for consent, whereby the "approval to purchase 6 Dell computers from state contract to replace computers that have reached the end of life in amount $8,624.94" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill wished everyone a Merry Christmas and Happy New Year on behalf of the City of Starkville. She noted the sanitation holiday pickup is scheduled for the Mondays following the holidays and the schedule can be found on the City website.

Fire Chief Yarbrough invited everyone to the dedication of the new trucks December 23 at 1:00 p.m. at Station 1.

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn thanked everyone for perseverance shown in 2020.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that everyone, especially the younger generation, be respectful of each other in 2021.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION TO AMEND THE NO SMOKING ORDINANCE FOR THE CITY OF STARKVILLE TO INCLUDE CIGAR LOUNGES UNDER CERTAIN RESTRICTIONS.

Mayor Spruill asked for Aldermen comments. Alderman Sistrunk asked that "pipes" be added to Section 3: Exceptions and any other applicable sections of the proposed Ordinance amendment.

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

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

26. CONSIDERATION TO AMEND THE NO SMOKING ORDINANCE FOR THE CITY OF STARKVILLE TO INCLUDE CIGAR LOUNGES UNDER CERTAIN RESTRICTIONS.

Upon the motion of Alderman Vaughn, seconded by Alderman Little, to amend the City of Starkville No Smoking Ordinance to reflect the addition of Smoking Lounges and sales in the Leisure and Recreation District with the addition of "pipes" to the exceptions, the Board voted as follows:

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

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

This will be posted and advertised as Ordinance 2020 – 06.

SECOND PUBLIC HEARING AND CONSIDERATION TO ADOPT AND AMEND CODE CHAPTER 98 AND THE ORDINANCE FOR THE NEW STREET MAP AND ACCEPT NAME CHANGES AND NAME CORRECTIONS TO THE CITY OF STARKVILLE STREET MAP IN ACCORDANCE WITH MS CODE §65-7-143 (4).

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

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

CITY OF STARKVILLE, MS
ORDINANCE NUMBER 2020-06
AN ORDINANCE TO CREATE RULES AND REGULATIONS FOR SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

WHEREAS, scientific studies have found that tobacco smoke is a major contributor to air pollution; and

WHEREAS, scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing secondhand smoke is a significant health hazard; and

WHEREAS, the Mayor and Board of Aldermen find and declare that the purposes of this ordinance are to protect the public health and welfare of its citizens by prohibiting smoking in public places and certain places of employment; and

WHEREAS, the City originally enacted Ordinance No. 2008-8, dated August 19, 2008, and codified in Chapter 82 - Offenses and Miscellaneous Provisions, Article IV - Smoking in Public Places and Places of Employment, Municode Sections, 82-91 through 82-99 and modified the ordinance again to address electronic cigarettes in Ordinance No. 2017-06 dated November 21, 2017 and codified in Chapter 82 – Offenses and Miscellaneous Provisions, Article IV – Smoking in Public Places and Places of Employment, Municode Sections, 82-91 through 82-99; and

WHEREAS, the original ordinance has achieved the stated goals, and the Mayor and Board of Aldermen wish to continue the prohibition of smoking in public places and places of employment with no provision for automatic repeal; and

WHEREAS, since the original passage of the smoking ordinance there have been technological changes to the ability to obtain nicotine byproducts that contribute negatively to the environment and have the same characteristics of secondhand smoke; and

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that the City's original smoking ordinance shall be amended as follows (amendments are in highlighted and in italics):

Section 1: Definitions

"Airport Area" means any area within the secured, fenced area of the Starkville George M. Bryan field located within the city limits of the City of Starkville.

"Alternative nicotine product" means "(1) An electronic cigarette; or (2) Any other product that consists of or contains nicotine that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling or by any other means."

"Bars" means any premises where non-alcoholic or alcoholic beverages are sold or consumed.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

"Childcare facility" means any state licensed childcare facility including, but not limited to licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and

Head Start programs.

“City buildings” means all City-owned and operated buildings and those portions of buildings leased and operated by the City.

“Common areas of buildings” means all areas not part of a tenant’s leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

“Electronic cigarette” means “an electronic product or device that produces a vapor that delivers nicotine or other substances to the person inhaling from the device to simulate smoking, and is likely to be offered to, or purchased by, consumers as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, e-hookah, or vape pen or any other electronic smoking device under any other product name or descriptor.”

”Employee” means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted for from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.

“Employer” means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one (1) or more individual persons.

“Enclosed Area” means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, ‘other landscaping’ or similar structures.

“Entrance” means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

“Hotel and motel” means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent that is not an apartment complex or home.

“Mall” means an enclosed, indoor area’ containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.

“Place of employment” means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a ‘place of employment’ within the meaning of this ordinance unless used as a childcare facility.

“Private Club” means a facility owned or operated by an association or corporation, which does not operate for pecuniary gain or have regular employees. Affairs and management of the organization are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at an annual meeting. The organization has established by-laws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of Federal Income Taxes as a Club under 26 U.S.C. Section 501. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition.

“Private residence” means premises owned, rented or leased for temporary or permanent habitation.

“Public place” means any enclosed area to which the public is invited or in which the public is permitted. A private residence is not a public place.

“Restaurants” means any eating establishment, which gives or offers for sale food to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term shall include a bar area within the restaurant.

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

“Smoking Lounge” means an establishment, which as its primary business purpose, promotes the sale and use of tobacco-based cigars, pipes, and/or hookahs on its premises and is equipped with an air filtration system that scrubs the air and addresses air quality and the removal of such smoke. Primary business purpose means that the sale of tobacco-based cigars and/or hookahs on the premises constitutes more than 50 percent of the total annual gross sales.

“Sports Arena or Venue” means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, and bowling centers.

Section 2: Smoking Prohibited in Indoor Public Places

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

a. Childcare facilities.
b. City buildings including airport facilities, libraries, museums and publically supported facilities.
c. Common areas in bed and breakfast establishments, hotels and motels.
d. Elevators and enclosed stairwells.
e. Health care facilities.
f. Indoor shopping malls.
g. Places of employment.
h. Polling places.
i. Public forms of transportation, including but not limited to motor buses, taxicabs, or other public passenger vehicles.
j. Public bus and transfer point shelters.
k. Retail stores.
l. Enclosed, indoor areas of restaurants and bars.
m. Self-service laundry facilities.
n. Service lobbies, waiting areas, and the common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.
o. Indoor sports arenas and venues.
p. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider.

Section 3: Exceptions

The following areas shall not be subject to the smoking restrictions of this ordinance:

a. Bed and breakfast, hotel and motel rooms that are rented to guests and are designated as smoking rooms.
b. Private clubs.
c. Retail tobacco stores or electronic cigarette stores engaged exclusively in the sale of smoking

products that are stand-alone properties and not adjoined or physically connected to another business or residence.

d. *Smoking Lounges engaged in the sale and use of cigars, pipes, and/or hookahs that are located within a stand-alone building that allows commercial uses within the Leisure and Entertainment District. Buildings that physically adjoin adjacent buildings but are located on a separate legal lot shall be considered stand-alone if physically separated by a firewall or some other impenetrable physical boundary. Areas within a building that are separated by a Condo Declaration are not considered stand-alone.*

Section 4: Smoking Prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas:

a. Immediately preceding or blocking the entrance and/or exit of an area where smoking is prohibited.
b. Attached areas of restaurants that are covered or partially covered with more than 50% of the perimeter of the outside area walled or otherwise closed to the outside.
c. Seating areas of outdoor sports arenas and venues.
d. All airport areas that are within the security fencing of the George M. Bryan field in the City of
e. Starkville, Mississippi.

Section 5: Signage

a. Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer or other person in charge of the building.
b. Signage shall include the international no smoking symbol and be no smaller than 2”x2”.
c. It shall be unlawful for any person to remove, deface, or destroy any sign required by this ordinance, or to smoke in a place where any such sign is posted.

Section 6: Proprietor’s Responsibilities

a. The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that they extinguish their cigarette or tobacco product and refrain from smoking.
b. The proprietor, employer or other person in charge of premises, shall post signage as required by this ordinance.
c. The proprietor, employer or other person in charge of premises, shall not provide ashtrays in areas where smoking is prohibited.

Section 7: Enforcement

a. The Chief of Police or designee, shall have the power, whenever they may deem it necessary, to enter upon the premises named in this ordinance to ascertain whether the premises are in compliance with this ordinance. Enforcement will be through issuance of a summons and complaint.
b. Any person who desires to register a complaint under this ordinance may contact the City Police Department.

Section 8: Violations and Penalties

a. Any person who violates any provision of this ordinance may be subject to a fine of no more than fifty dollars ($50) for the first offense and no more than two hundred and fifty dollars ($250) for the second and all subsequent offenses on a per incident basis. This offense is subject to the jurisdiction of the city municipal court.

b. The Board of Aldermen shall suspend or revoke any business license or permit issued by the City for three (3) or more violations of this ordinance involving the licensed premises within a twelve (12) month period.

<u>Section 9: Jurisdiction Clause</u>

This ordinance shall be subject to all other governmental jurisdictions rules and regulations and laws pertaining to smoking.

<u>Section 10: Severability</u>

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

<u>Section 11: Repeal of Ordinance</u>

This Ordinance Number 2020-05 shall remain in effect until repealed or replaced by the City of Starkville Board of Aldermen.

The Clerk is directed to cause this Ordinance to be published one time in the Starkville Daily News and to obtain proof of publication thereof.

UPON MOTION of Alderman Vaughn, seconded by Alderman Little the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

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

ORDAINED AND ADOPTED this the 15th day of December, A. D., 2020 at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

SIGNED AND SEALED THIS THE 15th DAY OF DECEMBER 2020.

Attest:

/s/ D. Lynn Spruill

D. LYNN SPRUILL, MAYOR

/s/ Lesa Hardin

LESA HARDIN, CITY CLERK

27. CONSIDERATION TO ADOPT AND AMEND CODE CHAPTER 98 AND THE ORDINANCE FOR THE NEW STREET MAP AND ACCEPT NAME CHANGES AND NAME CORRECTIONS TO THE CITY OF STARKVILLE STREET MAP IN ACCORDANCE WITH MS CODE §65-7-143 (4).

Upon the motion of Alderman Little, seconded by Alderman Vaughn, to adopt and amend Code Chapter 98 and the Ordinance for the new street map and accept name changes and name corrections to the City of Starkville street map in accordance with MS Code §65-7-143(4), the Board voted as follows:

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

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

This will be posted and advertised as Ordinance 2020 – 07.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 606 WHITFIELD STREET WITH PARCEL NUMBER 102C-00-155.00 AND 102 CURTIS STREET WITH PARCEL NUMBER 102C-00-177.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

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

Joe and Annie Stallings appeared before the Board and stated they only own 102 Curtis Street. They requested an additional extension of time to make repairs to 102 Curtis Street.

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

28. CONSIDERATION TO DETERMINE WHETHER, UNDER MISS. CODE ANN. § 21-19-11, THE STRUCTURES LOCATED AT 606 WHITFIELD STREET WITH PARCEL NUMBER 102C-00-155.00 AND 102 CURTIS STREET WITH PARCEL NUMBER 102C-00-177.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY .

Upon the motion of Alderman Carver, seconded by Alderman Little, to determine that the properties located at 606 Whitfield Street with the parcel number 102C-00-155.00 and 102 Curtis Street with the parcel number 102C-00-177.00 are menaces 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: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

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

CITY OF STARKVILLE, MS - ORDINANCE NO.2020-07

ORDINANCE OF STARKVILLE, MISSISSIPPI, UPDATING AND ADOPTING THE CITY OF STARKVILLE OFFICIAL STREET MAP

WHEREAS, pursuant to Miss. Code Ann. § 21-37-3, the Starkville, Mississippi Board of Aldermen (“Board”) has the power to exercise full jurisdiction in the matter of streets, sidewalks, sewers, and parks; to open and lay out and construct the same; and to repair, maintain, pave, sprinkle, and light the same;

WHEREAS, pursuant to Miss. Code Ann. § 17-1-25, the Board, in its discretion, may accept in the name of the municipality, for maintenance, any road or roads, or street or streets, as shall be completed to acceptable specifications established by such governing authorities of the municipality;

WHEREAS, the Board adopted the City of Starkville Official Street Map (the “Map”) by Ordinance No. 2013-1, dated March 19, 2013, and the municipality has maintained the Map since then;

WHEREAS, Miss. Code Ann. § 65-7-143(4) allows the Board to name, rename or accept named streets or roads as public ways in its discretion; however, any such action constituting an addition or change to the official municipal street map shall be by ordinance duly adopted and spread upon the minutes of the governing authority, a certified copy of which shall be transmitted to the State Highway Department; and

WHEREAS, the Board has determined that there is a need to update the Map; and,

WHEREAS, the Board finds that it is appropriate to adopt an amended Map in accordance with the requirements of the state statutory authority.

NOW THEREFORE, Be It Ordained by the Board of Aldermen of the City of Starkville, Mississippi, as follows:

SECTION 1. The Board of Aldermen of the City of Starkville, Mississippi, hereby adopts the updated City of Starkville Official Street Map as shown on EXHIBIT “A”, attached hereto.

SECTION 2. Such adoption repeals, replaces, and supersedes the City of Starkville Official Street Map adopted by Ordinance No. 2013-1.

SECTION 3. The requirements and provisions of this Ordinance are severable. If any article, section, paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the Court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

SECTION 4. All Ordinances, parts of Ordinances, or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be hereby repealed.

SECTION 5. This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

Alderman Little moved and Alderman Vaughn seconded the motion to adopt the foregoing ordinance, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 15th day of December, 2020.

City of Starkville, Mississippi

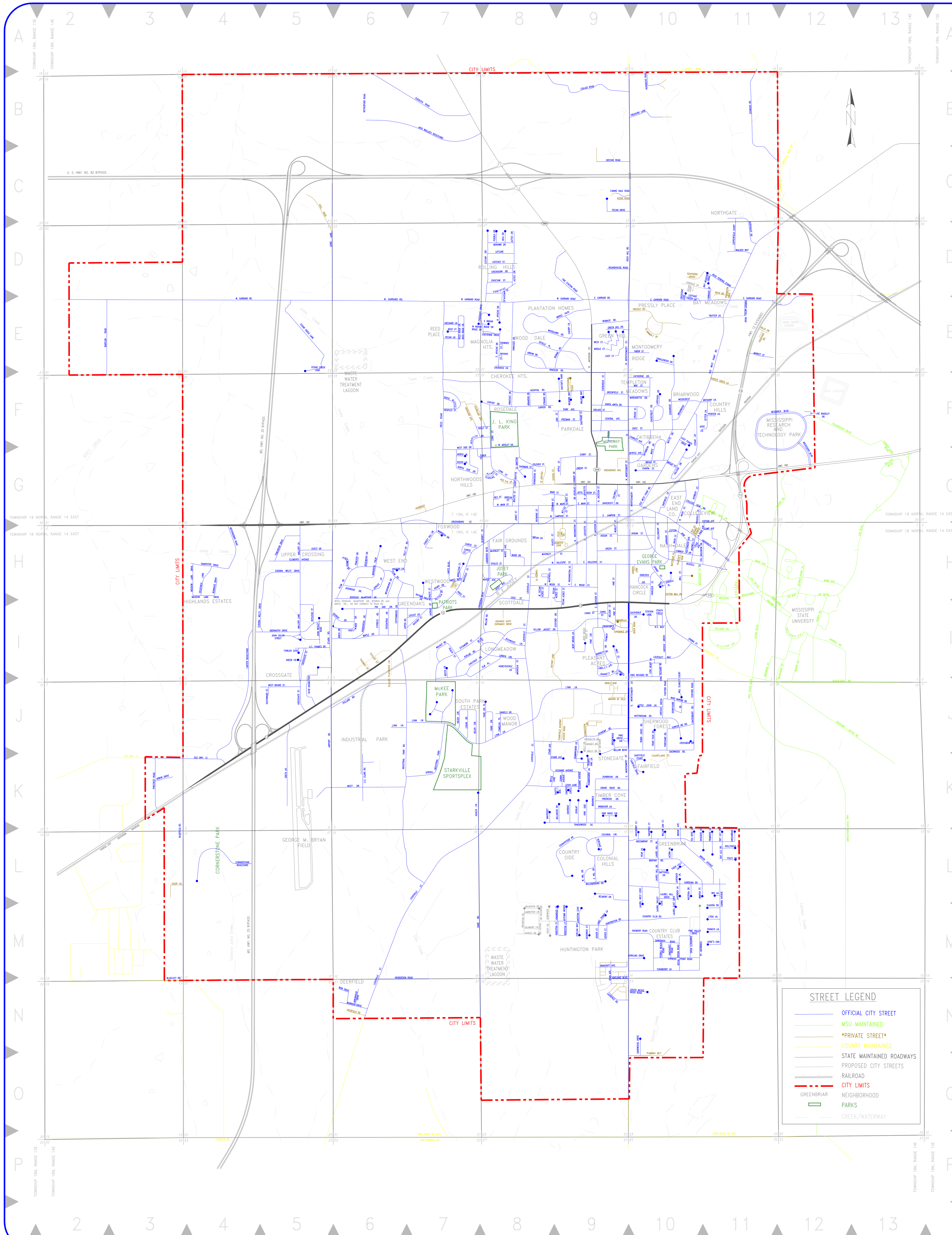
s/ D. Lynn Spruill

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

EXHIBIT A



OFFICIAL STREETS OF THE CITY OF STARKVILLE

PRIVATE STREETS IN THE CITY OF STARKVILLE

STATE MAINTAINED ROADS

ROADS MAINTAINED BY MSU

REVISION DATE: NOVEMBER 5, 2020

<u>PUBLIC HEARING AND CONSIDERATION OF VA 20-04: A REQUEST FOR A VARIANCE FROM REQUIRED CURB WIDTH, BUILDING SETBACK, RIGHT OF WAY & MEDIAN LIMITS, AND TRAVEL LANE WIDTH FOR PHASE III ADELAIDE SUBDIVISION LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT WITH PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.</u>

City Planner Daniel Havelin presented VA 20-04. The applicant, Neel-Schaffer on behalf of Live Adelaide LLC, is requesting a variance from required curb width, building setback, right of way & median limits, and travel lane width for Phase III Adelaide Subdivision. Phase I of the Adelaide Subdivision began in 2016. As part of the approval of the initial phase, a variance was granted from street right-of-way width, roadway width, and curb type. The variance was approved by the Board of Aldermen on February 16, 2016. In December of 2019 the Unified Development Code was adopted. New requirements relating to setbacks and development standards were established. In order for the Phase III to match Phase I and II, additional variances are required.

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

Josh Davis of Neel-Schaffer Engineering appeared before the Mayor and Board and requested the variance be granted to future phases of the development also.

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

29. CONSIDERATION OF VA 20-04: A REQUEST FOR A VARIANCE FROM REQUIRED CURB WIDTH, BUILDING SETBACK, RIGHT OF WAY & MEDIAN LIMITS, AND TRAVEL LANE WIDTH FOR PHASE III ADELAIDE SUBDIVISION LOCATED ON THE WEST SIDE OF ADELAIDE PHASE I AND II ON RYAN AVENUE AND BANCROFT AVENUE WITHIN A TN-N ZONING DISTRICT WITH PARCEL NUMBERS 105-15-007.00 AND 105-22-001.00.

Upon the motion of Alderman Little, seconded by Alderman Carver, to approve VA 20-04 for a variance from required curb width, building setback, right of way & median limits, and travel lane width for Adelaide Subdivision Phase III and that these same variances be applied without subsequent Board action to any additional phases of Adelaide Subdivision on a finding that they meet the variance review criteria of Section 3.7.1 of the UDC, and if any deviations from the set plan occur, they will go through the regular process, the Board voted as follows:

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

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

30. DISCUSSION AND CONSIDERATION OF THE RE-INSTATEMENT OF A RECYCLING PROGRAM FOR THE CITY OF STARKVILLE

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, for the reinstatement of a City of Starkville recycling program to include the city attorney developing a contract with Waste Pro for pickup from a central location on an as needed basis; replacing the perimeter fencing of the pickup area; directional and locational signage; marketing and education materials; and the improvement of the foundation and street area of the approach and drop-off area with startup costs not to exceed $15,000, the Board voted as follows:

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

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

31. CONSIDERATION OF PP 20-05 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR "ADELAIDE, PHASE III".

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, for the approval of PP 20-05, with the following two 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: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Two conditions:

1. The dedication of a minimum of 10 feet of right-of-way along South Montgomery Street shall be required to accommodate future roadway improvements and widening on all future phases of the subdivision.

2. A left turn lane on to South Montgomery Street shall be required for each entrance as shown on Attachment 6 based on the total number of constructed dwelling units within the entire subdivision. The trigger for the construction of the left turn lane shall be as follows:

   - North Site Drive at 400 dwelling units
   - Lawrence Avenue at 470 dwelling units
   - South Site Drive #1 at 550 dwelling units
   - South Site Drive #2 at 600 dwelling units
   - South Site Drive #3 at 600 dwelling units

32. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Carver, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of December 8, 2020 for fiscal year ending 9/30/21, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$ 283,434.77
Restricted Fire Fund	003	1,555.67
Airport Fund	015	33,094.59
Airport Fund Restricted	016	4,702.97
Sanitation	022	36,448.60
Computer Assessments	107	10,422.96
Industrial Park Bond	303	8,838.00
Public Improvement Bond	319	35,000.00
Park Improvement Bonds	380	637,704.93
Sub Total Before Utilities		$ 1,051,202.49
Utilities Dept.	SED	3,645,582.87
Total Claims	Total	$ 4,696,785.36

33. MOTION TOADJOURN UNTIL JANUARY 5, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until January 5, 2021 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2021.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)